

To: City Council

C.4

From: Rosemarie Ives, Mayor

Date: September 12, 2006

RE: Interlocal Agreement with King County for District Court Services

I. RECOMMENDED ACTION

Authorize the Mayor to sign an interlocal agreement in substantially the form attached for the provision of court services by King County.

II. DEPARTMENT CONTACT

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III. BACKGROUND

The City of Redmond contracts with King County for the provision of court services from King County District Court. In 1999 seventeen cities, including the City of Redmond, signed a five-year court services agreement. In 2002 the King County Executive notified the contract cities that the County intended to terminate the court services agreement at the end of the contract term (December 31, 2004). Representatives from the contracting cities and King County negotiated a short-term, two-year contract for 2005-2006 to allow the County to evaluate the future of the District Court system and services to cities.

As has been reported previously to Council, the County developed and approved an Operational Master Plan (OMP) for King County District Court. Cities participated in the development of the OMP, with staff from Bellevue, Burien, Redmond and Shoreline participating in the steering committee. The OMP and adopted policies guide the delivery of court services throughout the county as well as services provided to contract cities.

One of the key adopted policies is to *continue to support the Court's function to serve cities through contracts and to support a unified, countywide District Court, utilizing existing facilities*. Policies also promote flexibility in providing services and facilities for

court customers. The current court contract with cities provides that a future court contract will be based on the OMP.

Following adoption of the OMP in May 2005, the County and cities negotiated a long-term contract for court services. The city negotiating team consisted of staff from the cities of Bellevue, Burien, Kenmore, Redmond and Shoreline, who negotiated an agreement on behalf of the fourteen contract cities (Bellevue, Beaux Arts, Burien, Carnation, Covington, Duvall, Kenmore, North Bend, Redmond, Sammamish, Shoreline, Skykomish, Snoqualmie, and Woodinville). Of the remaining cities in the County, five cities contract with other municipalities for municipal court services and twenty cities have their own municipal court.

IV. INTERLOCAL AGREEMENT FOR COURT SERVICES

Attachment A provides a summary of the new court services agreement. This agreement builds upon the current two-year contract. Key issues which are continued in the new agreement, as well as other issues that were negotiated, include the following:

Full Cost Recovery: The new contract continues a full-cost recovery model. Cities will continue to pay for costs using revenue received from city cases and are responsible for any differences between revenues and costs. The County will reimburse or credit any city when the city's revenue exceeds the cost for services.

Management Review Committees: The current contract outlines important roles for these facility and system-wide committees which will ensure there is a forum for cooperation between the cities and the County. The City of Redmond participates in a monthly meeting with other contract cities who use the Redmond District Court facility and judges and management staff at this facility (participation includes Redmond's prosecutor's office, police department, public defense and Mayor's Office). In addition, Redmond staff participate in quarterly District Court Management Review Committee meetings with staff from other contract cities and District Court where system-wide issues are addressed.

Long-Term Agreement: The new contract meets the cities' need for a long term contract arrangement of at least 5 years with two 5-year extensions unless notice is given to terminate 18 months prior to the end of any of the 5 year periods. The initial term of the agreement is 2007-2011.

Services: Language was added to the contract to address cities' concerns about the following:

- adequate public access via telephone;
- notification of any significant changes in court processes and calendars;

- the ability to provide a city sponsored traffic school; and
- Court performance measures will be created and monitored by the Court and cities.

Services: Language was added to the contract to address District Court's responsibility to make management and administrative decisions that are in the best interest of the Court pursuant to Supreme Court rules.

Dispute Resolution: Language was added to the contract to address cities' concern about the need for timely resolution of disputes that substantially impact service levels for a lengthy time period or the cost of providing services, and provides the ability to terminate the contract if the dispute can not be resolved to the satisfaction of the city.

Judicial Relationships: Language was added to the contract which provides the cities a role in determining a pool of judges who will hear city cases. This cooperative partnership will provide stable and consistent relationships with judges handling city cases.

Budget Changes: Language was added to the contract that caps the cities exposure to future facility and technology costs. Significant capital costs will be mutually negotiated and agreed upon on a facility by facility basis between King County and city(ies) using a facility. Absent an agreement, cities will not be responsible for paying for significant capital costs.

Allocation of Costs to Cities: The current contract shares costs and revenues across all cities. Cities pay the same percent of revenue to cover costs regardless of the amount of revenue generated by each city's case filings. New language reflects the cities' recommendation for a cost sharing method which more accurately reflects each city's costs based on individual city filings and actual facility costs. The impact of this change is different across cities. Staff anticipates that the City of Redmond will benefit from the new allocation formula, as Redmond has paid the same percent of revenue to cover costs as other cities that have generated less revenue than Redmond.

Cities will still use revenues to cover costs, with actual costs reconciled against revenues received during the year. Cities are responsible for any differences between revenues and costs and the County will reimburse or credit any city should the city's revenue exceeds the cost for services.

Facilities: A key issue for King County was facility issues due to the fact the current two-year agreement did not address long-term facility issues, and also because of the long-term nature of this contract.

- A. Consistent with the OMP, specific language has been added that the current facilities will remain open in Burien, Redmond and Shoreline as long as those

cities continue to contract with the county for court services. If a closure or relocation is required, cities will be provided advance notice and have the option of working with the County to determine a new location/facility for relocated services, or terminating the contract within a reasonable period of time.

B. Major Capital Facility Costs:

1. Facilities costs will be paid on a facility by facility basis. These costs include rental rates and a commitment to negotiate long-term capital costs. Cities will only pay for space that is shared with the County. Dedicated space used solely by the County or individual cities will be charged to that entity. The City of Redmond uses the Northeast District Court facility and will pay for a share of the costs of that facility.
2. Language has been added to allow the City of Bellevue and King County to address their need for a different facility for court services. This includes a timeframe for decision making and options for the City and the County. If a decision is not reached by June 30, 2007, the City of Bellevue or King County could terminate their agreement effective December 31, 2008.

V. ALTERNATIVES

The City Council could choose to not authorize the Mayor to sign the interlocal agreement for court services, which is included in Attachment B. The City would need to provide court services beginning January 1, 2007 by establishing a municipal court or contracting with another city for court services.

VI. ATTACHMENTS

1. Summary of Terms of District Court Interlocal Agreement
2. Interlocal Agreement for Provision of District Court Services Between King County and the City of Redmond, including Attachments and Exhibits

APPROVED FOR COUNCIL AGENDA:

/s/ Rosemarie Ives, Mayor

Date: September 8, 2006

ATTACHMENT 1

2007-City/County District Court ILA Section-by-Section Summary of Terms Final

Section	Summary
1.0 - Term	
1.0 - Term	<ul style="list-style-type: none">• Effective date – January 1, 2007• Initial 5-year term (2007-2011)• Automatic extensions for two additional 5-year terms, unless terminated (2012-2016; 2017-2021)• Termination – allowed only at the end of a five year term with written notice provided no later than 18 months prior to end of term
2.0 Services; Oversight Committee	
2.1 – Services Defined	<ul style="list-style-type: none">• No material change from existing agreement<ul style="list-style-type: none">• All case processing and management functions related to municipal cases are to be provided by the Court
2.2 – GR-29	<ul style="list-style-type: none">• New sub-section added to recognize authority of the Presiding Judge and Division Presiding Judge to make management and administration decisions as provided by GR-29 (court rules)
2.2.1 – Case Processing and Management	<ul style="list-style-type: none">• Existing agreement outlines case processing and management responsibilities of the County and court. Minor modification to this section to clarify that contract prosecutors need to sign DOL confidentiality agreements to receive abstracts of driving records.
2.2.2 – Changes in Court Processing	<ul style="list-style-type: none">• Modified from existing agreement to require Court to notify cities 2 months in advance of proposed changes to court processing procedures if they directly impact cities. Presiding Judge allowed to shorten notice time if deemed necessary.
2.2.3 – Customer Service Standards	<ul style="list-style-type: none">• Added new language to require Court to provide a means for public to access the Court by telephone including ability to transfer directly to a particular facility if requested. District Court Management Review Committee (DCMRC) is responsible for developing performance measures and standards for telephone and front counter access, including reporting requirements.
2.2.4 – Probation Services	<ul style="list-style-type: none">• Remained primarily the same as existing agreement, although new language added to clarify that cities' have the option to provide their own probation services and cities must notify the County 6 months prior to the effective date of the Agreement or 6 months prior to January 1st of the year probation services are not desired.
2.2.5 – Purchase of Additional Services	<ul style="list-style-type: none">• No changes to existing agreement. Cities may purchase additional court services such as drug court, mental health or re-licensing, from the County if desired.
2.2.6 – Regular Calendars	<ul style="list-style-type: none">• Added a definition of Regular Calendars (recurring court calendar which requires the attendance of the City prosecutor, public defender or police officers)• Requires City's mutual consent to set a Regular Calendar on any day other than what is specified in the

Section	Summary
	Agreement. Intended effect is to limit changes to Regular Calendars unless a city approves of the change.
2.2.7 – Judicial Services	<ul style="list-style-type: none"> Added new language to allow cities’ the option to select a pool of judges to hear their cases. The pool cannot be less than 75% of the judges elected or appointed to the judicial district where the facility a city uses is located. The effect is that if a city (or cities) does not want certain judges to hear their regular cases, the city can exclude them from their pool. Cities using the same facility must agree on one common pool. Only judges from the pool can hear Regular Calendars unless the Chief Presiding Judge deems an alternative assignment is necessary.
2.2.8 – County to provide necessary personnel	<ul style="list-style-type: none"> No change from current agreement. It is the County’s responsibility to provide equipment, personnel and facilities to perform the services in a timely manner.
2.3 – District Court Management Review Committee (DCMRC)	
2.3.1 – DCMRC	<ul style="list-style-type: none"> The intent is for the DCMRC to function as a forum for discussion and resolution of systemwide issues. DCMRC makes recommendations and/or guidelines. Modified DCMRC to add other members of the Court staff Modified DCMRC to allow each city to have a representative on the committee (instead of current limit of 7 city representatives) Cities required to notify the Presiding Judge of name, phone #, e-mail & postal address where notices sent. The Presiding Judge is responsible for scheduling meetings.
2.3.2 – DCMRC Decisions and meetings	<ul style="list-style-type: none"> DCMRC makes decisions upon mutual agreement of cities & the County. Mutual agreement of cities is defined as: agreement of cities representing 65% of city case filings for the previous year and 65% of the contract cities. Cities not present at meetings can provide input up to 45 days after DCMRC meeting.
2.3.3 and 2.3.4– Duties of DCMRC	<ul style="list-style-type: none"> No material change to current agreement. DCMRC ensures annual reconciliation is completed. Can make system recommendations. Added new task to develop phone performance measures and standards.
2.4– Court Facility Management Review Committee (CFMRC)	<ul style="list-style-type: none"> No material change to current agreement. Cities must provide the Presiding Judge with names and addresses of who should receive notice of CFMRC meetings.
3.0 – Facilities	
3.1.1 – Current facilities	<ul style="list-style-type: none"> County shall operate a court facility within the cities of Burien, Kent, Redmond and Shoreline unless those cities leave the District Court system and then the County may unilaterally choose to close the facility.
3.1.2, 3.1.3 and 3.1.4–	<ul style="list-style-type: none"> If the County decides to close and relocate a court within the same city for health/safety reasons or because

Section	Summary
Relocating a facility within the same city (3.1.4 relates only to Issaquah, but terms are the same)	<p>the facility is coming to the end of its useful life, cities will have the option to work with the County to determine the acceptability of a new facility or location for services.</p> <ul style="list-style-type: none"> • If the cities and County cannot agree on a new location/facility, the County and any cities served in the facility can terminate the agreement no earlier than 36 months after the County's notice of their decision to close and relocate the facility.
3.1.5 - Aukeen	<ul style="list-style-type: none"> ▪ The County may relocate the facilities currently provided at the Aukeen court (Kent) to the Regional Justice Center.
3.1.6 – Annual Facility Charges	<ul style="list-style-type: none"> • For facilities in Burien, Kent, Redmond and Shoreline, the annual facility charges shared by cities covers facility operations, daily maintenance, major maintenance, capital improvements and other costs necessary to maintain existing facilities. • Payments by cities do not entitle the cities to any funds or credit toward replacement of the facility. • The annual charge is included as a reimbursable cost except space dedicated for sole use of the County or a city is excluded from the total square footage used to calculate the annual charge. Dedicated space used by a city is charged at the same rate through a separate agreement with the County. • The annual rate is provided in Exhibit B (more than \$24.45/sf in 2007). • Only cities using each facility will share in the city cost for that facility. • The city cost for each facility is calculated the same as the current Agreement -based on the percentage of the average of city caseload at the facility (weighted clerical caseload) and judicial need (calendars) to the total.
3.1.7 - Issaquah	<ul style="list-style-type: none"> ▪ Because Issaquah is a newer facility and higher cost to the County, the Issaquah charges are different than the other facilities. ▪ The annual rate is provided in Exhibit C no more than \$29.65/sf in 2007)
3.1.8 – Charges for Call center and Payment Center	<ul style="list-style-type: none"> ▪ All cities will share in paying the cities' share of cost for the payment center and call center. ▪ The cities' share of cost will be determined by calculating the square footage cost (same as provided in 3.1.6) and applying the multiplier in Attachment A (percent of salaries and benefits attributable to city cases).
3.2 –Bellevue Court	<ul style="list-style-type: none"> ▪ Provides set timeframe for Bellevue and the County to enter into a separate agreement to determine the future location of the Bellevue District Court. ▪ The separate agreement will provide for the location of a court within the city of Bellevue, cost sharing responsibilities, ownership, implementation schedule etc. ▪ The initial steps include Bellevue and the County working together to conduct a market analysis and identify facility options by April 30, 2006. ▪ The County and Bellevue must enter into negotiations for the separate agreement by July 1, 2006. ▪ If a satisfactory agreement is not reached by June 30, 2007, either Bellevue or the County may provide notice of termination (termination no earlier than December 31, 2008). ▪ The District Court will continue to operate at Surrey Downs under a separate agreement between Bellevue and the County.

Section	Summary
4.0 – Revenues and Payments	
4.1 – Filing Fees Established	<ul style="list-style-type: none"> No material changes from current agreement. Filing fees can be changed each year by the DCMRC.
4.2 – Compensation for Court Costs	<ul style="list-style-type: none"> No change from current agreement. Cities will continue to pay court costs by having the County retain a certain portion of city revenues.
4.3 – Reconciliations	<ul style="list-style-type: none"> Annual reconciliations of cost and revenues must be completed by July 31st of each year.
4.4 – Revenue retention	<ul style="list-style-type: none"> Cities changed the methodology in this Agreement for how the cost to each city will be calculated in order to better align city costs with payment responsibility. Total costs for all cities will be calculated the same as the current Agreement. Cities will allocate the cost of the cities’ share of the operations cost to each city based on weighted caseload and judicial need. The cities’ share of each facility’s cost will be allocated to those cities using each facility.
4.5 – Payments as a result of reconciliation	<ul style="list-style-type: none"> If reconciliation shows a city over paid, the city can request payment from the County or receive credit for the upcoming year. If reconciliation shows a city under paid, the city must pay the County the difference within 75 days.
4.6 – Revenue in lieu of filing fees	<ul style="list-style-type: none"> No change from current agreement.
4.7 – Revenue retention upon leaving	<ul style="list-style-type: none"> If a city terminates the Agreement, revenues received by the County after the termination date for cases filed prior to termination will be distributed based on the same percentage for that city at the time of the expiration.
4.8 – Technology	<ul style="list-style-type: none"> Cities will contribute a fixed amount each year to a technology fund - approximately \$54,000 per year until the fund reaches \$160,000 (the fund balance is allowed to grow at 2% per year to account for inflation). In the first three years of the Agreement, the total contribution from cities to the fund is limited to approximately \$18,000 because cities will also be paying their share of ECR costs (not to exceed \$56,000 per year) Cities shall not be required to pay any additional amounts for technology projects. The County must involve cities in technology planning and must provide a 5 year technology plan. Funds from the reserve cannot be used until a business case for the project has been presented to the DCMRC and the project has been implemented. If a city terminates the Agreement, their share of the cities reserve fund shall be provided to the city.
4.9 – Local Court Revenues Defined	<ul style="list-style-type: none"> One change to allow cities to start a traffic school and to exclude revenues from definition of “local court revenues”
4.10 – Retention of local court revenues	<ul style="list-style-type: none"> No change from current agreement

Section	Summary
4.11 – Monthly Reporting	No change from current agreement
4.12 – Payment of State Assessments	No change from current agreement
5.0 – Re-opener	
5.0 – Re-opener	<ul style="list-style-type: none"> Any issue may be referred to dispute resolution. Facility disputes not resolved by the CFMRC are referred first to the DCMRC. If not resolved, either party may request non-binding mediation. Both parties share equally in mediation costs unless DCMRC by mutual agreement determines a different city share of the cost. <p>System disputes start at the DCMRC and then follow the same process for non-binding mediation.</p>
6.0 – Resolution of Disputes Resulting from Specified Events	
6.0 – Resolution of Disputes Resulting from Specified Events	<ul style="list-style-type: none"> Disputes resulting from change in state statute, regulation, court rule or exercise of GR 29 authority by the Presiding judge that substantially impacts the cost of providing services or materially impacts the service level for 6 months or longer must follow the process outlined above. Dispute resolution process remains the same except a time limit of 120 days is provided for DCMRC and mediation to resolve the dispute. If dispute is not resolved, either party may provide notice of intent to terminate. <p>Termination notice can be given 31 days after notice of intent to terminate. Termination date shall be at least 18 months from the notice of termination unless an earlier date is agreed to by the parties.</p>
7.0 – Re-opener	<ul style="list-style-type: none"> Allowed by mutual agreement of the County and Cities.
8.0 – Temporary waiver of binding arbitration	No material changes to current agreement
9.0 to 20.0	No material changes to current agreement

INTERLOCAL AGREEMENT FOR PROVISION OF DISTRICT COURT SERVICES BETWEEN KING COUNTY AND THE CITY OF REDMOND

THIS INTERLOCAL AGREEMENT (“Agreement”) FOR PROVISION OF DISTRICT COURT SERVICES BETWEEN KING COUNTY (“County”) AND THE CITY OF REDMOND (“City”) is entered on this ____ day of _____, 2006. Collectively, the County and the City are referred to as the “Parties.” “Cities” refers to all Cities that have signed an Agreement for District Court Services to begin January 1, 2007.

Whereas, the City and County are currently parties to an Interlocal Agreement for Provision of District Court Services between the County and the City effective January 1, 2005 through December 31, 2006 (“Existing Agreement”); and,

Whereas, the Parties have developed by consensus a District Court Operational Master Plan that provides the background and foundation for this Agreement; and,

Whereas, the Parties support the District Court's mission statement that recognizes the value of working together to provide an accessible forum for the fair, efficient, and understandable resolution of civil and criminal cases and maintaining an atmosphere of respect for the dignity of individuals; and,

Whereas, the County values the City as a customer and intends to provide a predictable level and quality of service; and,

Whereas, it is the intent of the Parties to establish mechanisms within this Agreement to ensure court service, case processing and court operations are delivered as consistently as possible within each court and across the District Court system; and,

Whereas, the Parties have established within this long term Agreement a process under which District Court services, facilities, and costs can be mutually reviewed; and,

Whereas, consistent with Recommendation #8 of the 2005 District Court Operational Master Plan, the County will continue to support a unified, Countywide District Court, utilizing existing facilities, to provide for a more equitable and cost effective system of justice for the citizens of King County. Pursuant to the 2005 District Court Operational Master Plan, the County will:

- A. Ensure Court facilities promote system efficiencies, quality services and access to justice,
- B. Consolidate District Court facilities that exist in the same city,
- C. Reconsider facilities if there are changes with contracting cities or changes in leases,
- D. Work with the Cities to develop a facility master plan as it relates to the District Court; and,

Whereas, the Parties are replacing the Existing Agreement with a long term agreement which provides sufficient revenue to the County to allow for the continued provision of District Court services and provides the City with a service level commensurate with that revenue;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1.0 Term

1.1 This Agreement shall be effective as of January 1, 2007 and shall remain in effect for an initial term of five years ending on December 31, 2011, provided that unless terminated or alternately extended pursuant to this Agreement, this Agreement shall be automatically extended upon the same terms and conditions for a second five year term commencing January 1, 2012, and ending on December 31, 2016. In addition, this Agreement shall automatically extend upon the same terms and conditions for a third five year term thereafter (commencing January 1, 2017, and expiring on December 31, 2021), unless terminated or alternately extended as provided herein.

1.2 Termination and Notice of Termination. This Agreement is terminable by either party without cause and in its sole discretion if such party provides written notice to the other party no later than 18 months prior to the expiration of the five year term then running. For the initial five year term, notice shall be provided no later than June 30, 2010. For the second five year term, notice shall be provided no later than June 30, 2015. For the third five year term, notice shall be provided no later than June 30, 2020. For each of the five year terms, the termination shall be effective at the end of the five year term then running.

1.3 Extension pending conclusion of negotiations with respect to amending Agreement. The Parties may agree in writing to extend the term of this Agreement upon the same terms and conditions if the Parties are negotiating in good faith for changes to the Agreement. The extension shall be such that termination occurs not less than 18 months after the end of good faith negotiations. The end of good faith negotiations may be declared in writing by either party. Following such declaration, there shall be a 30 day period in which either party may provide written notice to the other party of its intent to terminate this Agreement at the end of the extended Agreement term.

2.0 Services; Oversight Committees

2.1 District Court Services Defined. The County and District Court shall provide District Court Services for all City cases filed by the City in King County District Court. District Court Services as used in this Agreement shall mean and include all local court services imposed by state statute, court rule, City ordinance, or other regulations as now existing or as hereafter amended, including but not limited to the services identified in Sections 2.1 through 2.2.7. Nothing in this Agreement shall permit the City to regulate

the administration of the court or the selection of particular judges to hear its cases by city ordinance.

2.2 The Parties recognize that GR 29 requires that the ultimate decision making authority regarding the management and administration of the Court rests with the Presiding Judge and/or the Division Presiding Judge, and the Parties recognize that the duties imposed by GR 29 are non-delegable except as provided otherwise in GR 29. The provisions of Sections 2.1 through 2.2.7 of this Agreement are subject to GR 29 and the non-delegable duties and responsibilities of the Presiding Judge and/or the Division Presiding Judge contained therein.

2.2.1 Case Processing and Management. The County and District Court shall remain responsible for the filing, processing, adjudication, and penalty enforcement of all City cases filed, or to be filed, by the City in District Court, whether criminal or civil. Such services shall include but not be limited to: issuance of search and arrest warrants; the conduct of motions and other evidentiary hearings; pre-trial hearings; discovery matters; notifications and subpoenaing of witnesses and parties prior to a scheduled hearing; providing to the City prosecutor (and contract City prosecutor who has signed the required Department of Licensing confidentiality agreement), complete court calendars, defendants criminal histories ("DCH"), abstracts of driving records ("ADR"), and other documentation necessary to efficient caseload management prior to a scheduled City court calendar; the conduct of bench and jury trials; pre-sentence investigations; sentencing; post-trial motions; the duties of the courts of limited jurisdiction regarding appeals; and any and all other court functions as they relate to municipal cases filed by the City in District Court. Upon mutual agreement of the City and the District Court, the District Court may provide some or all of the documents and information required under this section to the City by alternative means, such as electronic files.

2.2.2 Changes in Court Processing. Except when determined by the Presiding Judge that a shorter notice period is necessary, the District Court shall provide the City's designated representative(s) of the Court Facility Management Review Committee ("CFMRC") with two months notice by U.S. Mail or e-mail prior to changes in Court processing procedures that directly impact City operations in order to provide the City with adequate time to assess the effect of proposed changes on City operations, unless a shorter timeframe for notice is mutually agreed upon by the Parties through the CFMRC.

2.2.3 Customer Service Standards. The District Court shall provide a means for the public to contact the Court by telephone, including transferring the caller to a particular Court facility if requested, and front counter access to each Court facility during regular business hours, without lengthy wait. The District Court Management Review Committee ("DCMRC") shall establish

performance measures and standards for telephone and front counter access, including reporting requirements. The District Court shall make reasonable efforts to meet or exceed the standards. In the event the District Court fails to meet the standards, the District Court shall draft an action plan and submit it to the DCMRC for consideration and direction. In order to minimize workload on District Court staff, the City prosecutor and paralegal staff shall continue to have access to the District Court court files in order to most efficiently obtain copies and other necessary information.

2.2.4 Probation Services. The County shall provide probation services unless a City opts to provide its own probation services and notifies the County in writing that it does not wish the County to provide probation services at least six months prior to the effective date of this Agreement or six months prior to January 1 of the year in which probation services shall be discontinued. Notwithstanding this provision, the County may terminate probation services upon not less than six months advance written notice to the City if (a) the County is unable to procure sufficient primary or excess insurance coverage or to adequately self-insure against liability arising from the provision of probation services, and (b) the County ceases to provide probation services throughout King County District Court.

2.2.5 The City may purchase additional court services (such as drug court, mental health court, or relicensing) from the County under mutually agreeable terms.

2.2.6 Regular Court Calendars.

2.2.6.1 Definition of Regular Calendar. A Regular Calendar is defined as a recurring court calendar which requires the attendance of the City prosecutor, public defender, or police officers (hereafter "Regular Calendar"). A City budget for court services assumes a finite number of Regular Calendars. The provisions of Section 2.2.6 regarding Regular Calendars do not apply to other judicial functions and hearings, including but not limited to, jail hearings at the King County Jail in Seattle or at the Regional Justice Center, hearings or trials that cannot be set on the City's Regular Calendar due to time limitations or transport issues, search warrants, infraction hearings where a city attorney is not required to be present, or mitigation hearings.

2.2.6.2 Scheduling of Regular Calendars. The City's Regular Calendars shall remain scheduled on every Monday, Tuesday, Wednesday and Thursday morning and afternoon, except generally the third week of the month on Wednesday afternoon only, and Friday once a month in the morning and afternoon and twice a month in the morning only. Any Regular Calendar that is to occur on a day other than the day or days specified in this subsection shall require the mutual consent of the

Parties. However, the City's prior consent shall not be required if a Regular Calendar is moved to the next judicial day following a day on which the Court was closed due to a court holiday.

- 2.2.7 City Judicial Services. Not later than September 30th, the Cities¹ whose cases are primarily heard at the same District Court facility shall submit in writing to the Chief Presiding Judge a pool of District Court judges who may hear these Cities' Regular Calendars beginning the next calendar year. The pool shall consist of not less than 75% of the judges elected or appointed to the judicial district wherein the facility is located. Within 30 days of an election or notice to Cities of an appointment of a new judge within the judicial district, the Cities shall be entitled to recreate their pool of District Court judges. The recreated pool shall take effect within thirty days of submission of the pool. In the case of an election, the recreated pool shall take effect the next calendar year following the election. Except when the Chief Presiding Judge deems an alternative assignment is necessary, the Chief Presiding Judge shall assign judges from these Cities' pool of judges to hear their Regular Calendars. If no pool of judges is submitted by the Cities at a particular facility, the Chief Presiding Judge may assign any judge of the District Court to hear the Regular Calendars at that facility. All other judicial functions and hearings that are not set on the City's Regular Calendars can be heard by any judicial officer of the District Court against whom an affidavit of prejudice has not previously been filed that would prevent the judicial officer from hearing the matter.
- 2.2.8 The County shall provide all necessary personnel, equipment and facilities to perform the foregoing described District Court Services in a timely manner as required by law and court rule.

2.3 District Court Management Review Committee (DCMRC).

- 2.3.1 System-wide issues related to the services provided pursuant to this Agreement will be monitored and addressed through a District Court Management Review Committee. The Committee shall consist of the District Court Chief Presiding Judge, the District Court Chief Administrative Officer, any other District Court representatives designated by the District Court Chief Presiding Judge or Chief Administrative Officer, a representative of the King County Executive, and one representative for each city. On or before the effective date of this Agreement, the City shall identify in writing to the Chief Presiding Judge the name, phone number, e-mail and postal address of its representative and to whom notice as provided in this Section shall be sent. If the City wishes to change the information provided to the Chief Presiding Judge, it shall notify the Chief Presiding Judge in writing at least seven days prior

¹ Procedures of this section shall also apply if only one City is using a court facility.

to the change. The City may send its representative or the representative's designee to the DCMRC meetings.

- 2.3.2 The DCMRC shall meet at least quarterly unless otherwise agreed and shall make decisions and take actions upon the mutual agreement of the Cities, the County, and the Chief Presiding Judge. Mutual agreement of the Cities is defined as votes representing 65% of total Cities' case filings for the prior calendar year and 65% of all Cities. The County, the Chief Presiding Judge, or the Cities can vote at any time up to 45 days after DCMRC action unless mutual agreement has been reached sooner. The Chief Presiding Judge or his/her designee shall schedule meetings and submit proposed agendas to the representatives. Any representative may suggest additional agenda items. The Chief Presiding Judge or his/her designee shall provide the Committee representatives with written notice of the actions taken by the DCMRC in a timely manner.
- 2.3.3 The DCMRC shall ensure that a cost and fee reconciliation is completed at least annually and that the fees retained by the County and remitted to the City are adjusted to ensure that the County fully recovers its City Case Costs and that the City retains the remaining Fees, as defined and described in Section 4, below.
- 2.3.4 The DCMRC shall provide recommendations and/or guidelines regarding the implementation of services under this Agreement including, but not limited to, court calendar scheduling, public access (such as phone and counter services), officer overtime, officer availability (such as vacation and training schedules), new technology, facility issues, jail issues, and warrant issues.

2.4 Court Facility Management Review Committees (CFMRC). Facility level issues related to this Agreement shall be addressed by the Court Facility Management Review Committee established for each Facility, taking into consideration guidance from the DCMRC. The CFMRC for each Division/facility shall consist of the judges at that facility, the Division presiding judge, the Division director, the court manager, the applicable City prosecutor/attorney, the applicable City public defender, and such other representatives as the City or the District Court wishes to include. On or before the effective date of this Agreement, the City shall identify in writing to the Division Presiding Judge the name(s), phone number(s), e-mail and postal address(es) where notice of meetings shall be sent. If the City wishes to change the information provided to the Division Presiding Judge, it shall notify the Division Presiding Judge at least seven days prior to the change. The City may send its representative(s) or the representative's designee to the CFMRC meetings. Each CFMRC shall meet monthly unless the Court and the applicable Cities agree to cancel a particular meeting. The members shall agree on meeting dates. The CFMRC shall make decisions and take actions upon the mutual agreement of the representatives.

3.0 Facilities

3.1 Utilizing Existing Facilities

- 3.1.1 The County is committed to a unified, Countywide District Court and intends to utilize existing facilities pursuant to the provisions of Section 3.1. The County shall operate a court facility within the cities of Burien, Kent, Redmond, and Shoreline unless (1) it obtains agreement from all Cities served in the city in which the facility is located, or (2) notice has been given to terminate the Agreement by the city in which the facility is located.
- 3.1.2 If the County determines that it will close the court facility within the cities of Burien, Kent, Redmond, and Shoreline and relocate District Court services within the same city, the County shall provide written notice to the City(ies) served in the affected facility. Relocation of the City(ies)'s District Court services under this subsection shall result from the County's determination, after consultation with the City(ies) served in the affected facility, that continuing to operate the facility would 1) pose health and safety risks; 2) exceed the facility's useful life based on the cost of maintaining the facility; or 3) not be able to minimally meet the operational needs of the District Court.
- 3.1.3 If a facility is to be closed pursuant to Subsections 3.1.1 or 3.1.2, the County shall work cooperatively with City(ies) served in the facility to relocate affected District Court services to a different facility. A city impacted by a facility closure may choose to relocate to an existing facility or move to a different facility. If District Court does not already provide services in the location(s) proposed for the displaced services, the County and the Cities served in the facility to be closed shall negotiate in good faith a separate agreement which includes, but is not limited to, identifying the location of these services, cost sharing responsibilities and financial commitment, ownership interest (if applicable), and implementation schedule. If the County and any of the City(ies) served in the facility to be closed do not enter into the separate agreement within 24 months from the County's notice provided under Subsection 3.1.1 or 3.1.2, either party may provide written notice of termination notwithstanding other provisions of this Agreement related to termination. The termination date shall be at least 18 months from the date of the notice of termination unless an earlier date is agreed to by the parties.
- 3.1.4 If, after consulting with the City(ies) served in the court facility within the city of Issaquah, the County gives written notice to the affected City(ies) to close the Issaquah facility, the County shall work cooperatively with the City(ies) served in the facility to relocate affected

District Court services to a different facility. A city impacted by a facility closure may choose to relocate to an existing facility or move to a different facility. If District Court does not already provide services in the location(s) proposed for the displaced services, the County and the City(ies) served in the Issaquah facility shall negotiate in good faith a separate agreement which includes, but is not limited to, identifying the location of these services, cost sharing responsibilities and financial commitment, ownership interest (if applicable), and implementation schedule. If the County and any of the City(ies) served in the Issaquah facility do not enter into the separate agreement within 24 months from the County's notice of closure provided under this Subsection, either party may provide written notice of termination notwithstanding other provisions of this Agreement related to termination. The termination date shall be at least 18 months from the date of the notice of termination unless an earlier date is agreed to by the parties.

- 3.1.5 Notwithstanding any provisions of Section 3.1, the County may relocate District Court services provided in the Aukeen facility to the Regional Justice Center.
- 3.1.6 The annual facility charges for the District Court facilities that exist in the cities of Burien, Kent, Redmond, and Shoreline at the commencement of this Agreement, satisfy the financial obligations of the Cities served by these facilities for facility operations and daily maintenance, major maintenance, and other costs necessary to maintain existing facilities. This charge does not cover the costs associated with capital improvements as defined in Section 3.3 and does not entitle the City to any funds or credit toward replacement of the existing facility. The annual facility charge will be included as a reimbursable City Case Cost under Exhibit A with the exception that space that is dedicated to the sole use and benefit of either a city, the County, or other tenant, shall be excluded from the total square footage and be the sole financial responsibility of the benefiting party. Reimbursement for space dedicated to the sole use of the City shall be based on the financial terms in Exhibit B and included as a City Case Cost under Exhibit A. All other terms and conditions for the City dedicated space shall be covered in a separate lease agreement. Each year, the County will identify in Exhibit A the square footage of dedicated space for each facility. Empty or unused space at a facility, previously used as dedicated space for the sole benefit and use of either the County, the City(ies), or other tenant, shall be excluded from the total square footage. The annual charges for the Burien, Kent, Redmond and Shoreline facilities are calculated in accordance with Exhibit B.
- 3.1.7 The annual facility charge for the District Court facility that exists in the city of Issaquah at the commencement of this Agreement, satisfies the financial obligations of the Cities served by that facility for facility

operations and daily maintenance, major maintenance, and lease costs. This charge does not cover the costs associated with capital improvements as defined in Section 3.3 and does not entitle the City to any funds or credit toward replacement of the existing facility. This charge also does not cover costs for necessary and unanticipated major repairs that are not scheduled under the County's major maintenance program. (Examples of such repairs include, but are not limited to, repairs necessitated by flood, fire or earthquake.) The County and the Cities receiving District Court services in the Issaquah facility agree to negotiate in good faith a separate agreement for a cost sharing plan for these unanticipated major repairs. The annual facility charge will be included as a reimbursable City Case Cost under Exhibit A with the exception that space that is dedicated to the sole use and benefit of either a city, the County, or other tenant, shall be excluded from the total square footage and be the sole financial responsibility of the benefiting party. Reimbursement for space dedicated to the sole use of the City shall be based on the financial terms in Exhibit C and included as a City Case Cost under Exhibit A. All other terms and conditions for the City dedicated space shall be covered in a separate lease agreement. Each year, the County will identify in Exhibit A the square footage of dedicated space for each facility. Empty or unused space at a facility, previously used as dedicated space for the sole benefit and use of either the County, the City(ies), or other tenant, shall be excluded from the total square footage. The annual charge for the Issaquah is calculated in accordance with Exhibit C.

- 3.1.8 Cities will pay an annual facilities charge for space used for the Call Center and Payment Center. The charge shall be calculated in accordance with Exhibit B and included as a reimbursable City Case Cost under Exhibit A with the exception that space that is dedicated to the sole use and benefit of the County shall be excluded from the total square footage for this space.

3.2 Bellevue Court Facility

- 3.2.1 The County and the City of Bellevue agree to work cooperatively to enter into a separate agreement by December 31, 2006 to determine the future location for the Bellevue Court Facility. The parties agree to negotiate in good faith with regard to such agreement to determine whether it is in the mutual interest of the parties to provide for a different facility under a separate agreement and what the terms of such separate agreement will be. The agreement should include, but is not limited to the following:
- (i) Identifying a facility location within the city limits of Bellevue
 - (ii) Cost sharing responsibilities and financial commitment
 - (iii) Ownership interest
 - (iv) Allocation of Implementation Responsibilities

- (v) Implementation schedule
- (vi) Operational terms including but not limited to:
 - Technological compatibility with Bellevue's technological systems and components to ensure efficient and effective provision of services
 - Space for the Bellevue Probation Department
 - Depending on location of facility, space for City of Bellevue Prosecution staff
 - Holding cells at facility

3.2.2 The County agrees to conduct a Bellevue Court Site Analysis as part of the District Court Facilities Master Plan. The County will work cooperatively with the City of Bellevue on the Court Site Analysis which will include a market analysis in search of appropriate future locations for the court and identification of facility options and costs. The County and the City of Bellevue agree to work cooperatively to enter into a memorandum of understanding for sharing initial planning costs. On or before July 1, 2006, the County and the City of Bellevue will enter into negotiations for a separate agreement, with the intent to have the agreement approved by December 31, 2006.

3.2.3 If a satisfactory agreement is not reached by June 30, 2007, either the County or the city of Bellevue may terminate this Agreement no earlier than December 31, 2008. Notice of such termination must be provided no later than 18 months prior to the termination date.

3.2.4 The District Court will continue to operate at Surrey Downs under the terms of a separate lease agreement between the County and Bellevue until a different District Court facility is operational in the city of Bellevue or December 31, 2008, whichever occurs first, unless otherwise mutually agreed by the County and the city of Bellevue

3.3 Capital improvement projects are those projects identified in the approved District Court Facilities Master Plan or Capital Improvement Plan.

3.3.1 Capital improvement projects for space that is dedicated to the sole use and benefit of either the City(ies) or the County shall be funded by the benefiting party. In the case of a capital improvement project solely benefiting the City(ies), the County and the City(ies) will accomplish payment through a separate agreement.

3.3.2 Capital improvement projects at a facility for space benefiting all parties served in the facility shall be presented to the affected CFMRC. The Cities' contribution to the costs of the capital improvement projects shall be determined by mutual agreement of the County and the cities served in the affected facility. Absent an approved capital cost sharing agreement

between the County and the cities served in the affected facility, the Cities are not responsible for capital project costs.

4.0 Revenue; Filing Fees Established; City Payments in Lieu of Filing Fees; Local Court Revenue Defined.

4.1 Filing Fees Established. A filing fee is set for every criminal citation or infraction filed with the District Court. Filing fees will be established each year by the DCMRC pursuant to statutory criteria and this Section. At the commencement of this Agreement, the filing fees shall be as set pursuant to the Existing Agreement.

4.1.1 Pursuant to RCW 3.62.070 and RCW 39.34.180, the County will retain its portion of Local Court Revenues (as defined below) and additional payments pursuant to Section 4.5, if any, as full and complete payment by the City for services received under this Agreement.

4.1.2 In entering into this Agreement for District Court Services, the City and County have considered, pursuant to RCW 39.34.180, the anticipated costs of services, anticipated and potential revenues to fund the services, including fines and fees, filing fee recoupment, criminal justice funding and state sales tax funding.

4.2 Compensation for Court Costs. The Parties agree that the County is entitled to sufficient revenue to compensate the County for all City Case Costs incurred during the term of this Agreement. For purposes of this Agreement, “City Case Costs” means the sum of the costs for the City as determined by the County pursuant to Exhibit A. City Case Costs are calculated based on the Cities caseload (clerical weighted caseload approach), judicial need, and facility costs for the facility used by the City.

4.3 To ensure that the revenue provided to the County is equal to the City Case Costs incurred in each year of the term of this Agreement, the County shall perform an annual reconciliation of the actual City Case Costs in comparison to the Local Court Revenue, as defined in Section 4.9, retained by the County during that year in accordance with Exhibit A. The County will credit the Cities in the reconciliation for the Cities' share of offsetting revenue received by the County for District Court from the state, the federal government and other sources. Reconciliations shall be performed as set forth below:

4.3.1 Beginning in 2007 and each year thereafter, the County shall perform a reconciliation of its actual reported City Case Costs and the Local Court Revenue retained in the previous year. This reconciliation shall be completed no later than July 31 of each year. The County costs of performing the reconciliations shall be a reimbursable City Case Cost and included as a City Case Cost under Exhibit A.

- 4.3.2 No later than August 1 of the year in which the reconciliation is completed, the County shall send the City a written statement as to the findings of the reconciliation.

4.4 Subject to the adjustments set forth below, the County shall retain a percentage of Local Court Revenue (as defined below) as payment for City court services. The percentage of Local Court Revenue retained by the County shall be the percentage necessary to pay the City Case Costs. This percentage shall be based on the prior year's reconciliation pursuant to Section 4.3.1. The City shall receive any remaining Local Court Revenue. In order to more closely match Local Court Revenue retained by the County with City Case Costs (and thus lessen the amount of any additional payment or refunds pursuant to section 4.5), the DCMRC shall adjust the Cities' percentages retained by the County after July 31 of each year, for the following twelve months, based on the reconciliations of the prior year. The Chief Presiding Judge shall ensure that the County Executive receives notice of the adjustments made by the DCMRC.

4.5 In the event the reconciliation completed pursuant to Section 4.3 shows that the Local Court Revenue retained by the County in the prior year was less than the City Case Costs for that year, the City shall pay the difference to the County within 75 days of receipt of a written invoice from the County. In the event the reconciliation completed pursuant to Section 4.3 shows that the Local Court Revenue retained by the County in the prior year was more than the City Case Costs for that year, the County shall pay the difference to the City within 75 days of the County's completion of the reconciliation or, at the City's option provided in writing to the County, credit the City with such amount for the following year or extended term of this Agreement, if any.

4.6 The County retention of Local Court Revenue and the process for reconciliation and additional payments/reimbursements is in lieu of direct City payment for filing fees and it is agreed by the City and County to be payment for District Court Services provided by the County to the City under this Agreement, including but not limited to per-case filing fees.

4.7 Assuming the County has been compensated as required by this Section, all Local Court Revenue received after the expiration or termination of this Agreement but for cases filed during the term of this Agreement shall be distributed between the County and the City according to the same percentages that Local Court Revenue were distributed at the time the Agreement expired or terminated unless an extension or an amendment of this Agreement is entered into.

4.8 One-Time Costs for Technology Improvement Projects.

- 4.8.1 One-Time Costs for Technology Improvement Projects are defined as the costs associated with the development and implementation of technology improvement projects. The District Court shall involve the Cities in its technology planning as described in Exhibit D. The Cities shall contribute each year to a reserve (sinking fund) to cover one-time costs for

technology improvement projects in excess of \$100,000 which are included in the technology plan. This contribution covers the Cities' obligation under this Agreement for supporting one-time costs for technology improvement projects over \$100,000. Exhibit D sets forth the amount of the Cities' annual contribution to the reserve for one-time costs for technology improvement projects. Technology improvement projects which in total are less than \$100,000 in any year will be included as a reimbursable City Case Cost under Exhibit A.

- 4.8.2 In addition to other payments required by this Agreement, the Cities shall complete payment of their proportionate share of the total one-time cost to implement the District Court's ECR program as provided in Section 4.8 of the Existing Agreement (effective 1/1/05)). The Cities' share of the one-time cost to implement ECR shall be no more than \$56,745 per year for 2007, 2008, and 2009. The Cities' share of the one-time cost to implement ECR will be included as a reimbursable City Case Cost under Exhibit A.

4.9 Local Court Revenue Defined. Local Court Revenue includes all fines, filing fees, forfeited bail, penalties, court cost recoupment and parking ticket payments derived from city-filed cases after payment of any and all assessments required by state law thereon. Local Court Revenue includes all revenue defined above received by the court as of opening of business January 1, 2007. Local Court Revenue excludes:

1. Payments to a traffic school operated by a City.
2. Restitution or reimbursement to a City or crime victim, or other restitution as may be awarded by a judge.
3. Assessments authorized by statute, such as Domestic Violence and Crime Victims, used to fund local programs.
4. Probation revenues.
5. Reimbursement for home detention and home monitoring, public defender, jail costs, on City filed cases.
6. Revenues from City cases filed prior to January 1, 2000.

- 4.9.1 The City will not start a traffic violations bureau during the term of this Agreement.

4.10 All revenue excluded from "Local Court Revenue" shall be retained by the party to whom they are awarded by the court or who operates or contracts for the program involved, as appropriate.

4.11 Monthly Reporting and Payment to City. The County will provide to the City monthly remittance reports and payment to the City from the County for the City's share of Local Court Revenue no later than three business days after the end of the normal business month. On a monthly basis, the County will provide to the City reports listing City cases filed and revenue received for all City cases on which the Local Court Revenue is calculated in a format consistent with the requirements described in Exhibit

A. Unless modified by mutual agreement, Exhibit A shall set out the process and content for financial reporting to the City from the County.

4.12 Payment of State Assessments. The County will pay on behalf of the City all amounts due and owing the State relating to City cases filed at the District Court out of the gross court revenues received by the District Court on City-filed cases. The County assumes responsibility for making such payments to the State as agent for the City in a timely and accurate basis. As full compensation for providing this service to the City the County shall be entitled to retain any interest earned on these funds prior to payment to the State.

5.0 Dispute Resolution. Any issue may be referred to dispute resolution if it cannot be resolved to the satisfaction of both parties. Depending on the nature of the issue, there are two different dispute resolution processes, described as follows:

5.0.1 Facility Dispute. Disputes arising out of facility operation and management practices which are not resolved by the CFMRC may be referred by either Party in writing to all representatives of the DCMRC as designated in Section 2.3.1. If the DCMRC is unable to reach mutual agreement within 60 days of referral, then the dispute may be referred by either Party to non-binding mediation. Any and all Cities who refer a dispute regarding the same event to non-binding mediation, will be considered one party and shall participate as one party for the purposes of mediation. The mediator will be selected in the following manner: The City(ies) participating in the mediation shall propose a mediator and the County shall propose a mediator; in the event the mediators are not the same person, the two mediators shall select a third mediator who shall mediate the dispute. Alternately, the City(ies) participating in the mediation and the County may agree to select a mediator through the mediation service mutually acceptable to both parties. The parties to the mediation shall share equally in the costs charged by the mediator or mediation service. By mutual agreement, the DCMRC can establish an alternative City(ies)'s share of the mediation costs.

5.0.2 System Disputes. Disputes arising out of District Court system operations or management, or involving the interpretation of this Agreement in a way that could impact the entire system and other Cities with comparable Agreements, may be referred in writing by either Party to all representatives of the DCMRC as designated in Section 2.3.1. If the DCMRC is unable to reach mutual agreement to resolve the dispute agreement within 60 days of referral, then the dispute may be referred by either Party to non-binding mediation, conducted in the manner described in Section 5.0.1. Any and all Cities who refer a dispute regarding the same event to non-binding mediation, will be considered one party and shall participate as one party for the purposes of mediation. The parties to the mediation shall share equally in the costs charged by the mediator or

the mediation service. By mutual agreement, the DCMRC can establish an alternative City(ies)'s share of the mediation costs.

6.0 Resolution of Disputes Resulting From Specified Events.

6.1 If a dispute arises between the Parties that resulted directly from:

- (i) changes in state statute or regulation, court rule, City or County ordinance, or exercise of court management authority vested by GR 29 in the Chief Presiding Judge, requiring the County to provide new court services reasonably deemed to substantially impact the cost of providing Court Services, or material reductions or deletions of the Court Services included in this Agreement that occurred for a period of at least six months; or
- (ii) any decree of a court of competent jurisdiction in a final judgment not appealed from substantially altering the economic terms of this Agreement; or
- (iii) changes in state statute or regulation, court rule, or City or County ordinance, which substantially alter the revenues retained or received by either the County or the City related to City case filings;

Then either Party must first refer its concerns with the changed circumstances under this Section to dispute resolution under Section 5.0.2 and complete the dispute resolution process outlined in that Section. If the dispute is not resolved within 120 days of first referral under Section 5.0.2 or completion of the dispute resolution process outlined in Section 5.0.2, whichever comes first, then either party may serve a notice of intent to terminate this Agreement. Such notice shall be provided in writing to all representatives of the DCMRC as designated in Section 2.3.1. Within 30 days of the date the notice of intent to terminate is served, the chief executive officer(s) of the City(ies), the Chief Presiding Judge, and the County Executive shall meet together at least once in person for the purpose of resolving the dispute. If the dispute is still not resolved, either Party may terminate this Agreement by serving the other Party with a notice of termination pursuant to Section 11.0. The notice of termination may not be served less than 30 days from the date the notice of intent to terminate (pursuant to this Section) was served. The notice of termination shall state the date on which the Agreement shall terminate. The termination date shall be at least 18 months from the date of the notice of termination unless an earlier date is agreed to by the Parties.

7.0 Re-opener. The County and the Cities may agree to enter into re-negotiation of the terms of this Agreement at any time and for any purpose by mutual agreement in writing. The Agreement shall remain in full force and effect during such negotiations.

8.0 Waiver of Binding Arbitration. The Parties waive and release any right to invoke binding arbitration under RCW 3.62.070, RCW 39.34.180 or other applicable law as related to this Agreement, any extension or amendment of this Agreement, or any discussions or negotiations relating thereto.

9.0 Indemnification.

9.1 City Ordinances, Rules and Regulations. In executing this Agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of City ordinances, rules or regulations, policies or procedures. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any City ordinance, rule or regulation is at issue, the City shall defend the same at its sole expense and if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and attorney fees.

9.2 Indemnification.

9.2.1 Each Party to this Agreement shall protect, defend, indemnify, and save harmless the other Party, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, the Party's negligent acts or omissions. No Party will be required to indemnify, defend, or save harmless the other Party if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other Party. Where such claims, suits, or actions result from concurrent negligence of two or more Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligence. Each of the Parties agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the Parties, by mutual negotiation, hereby waives, with respect to each of the other Parties only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event that any of the Parties or combination of the Parties incurs any judgment, award, and/or cost arising therefrom, including attorney fees, to enforce the provisions of this Section, all such fees, expenses, and costs shall be recoverable from the responsible Party or combination of the Parties to the extent of that Party's/those Parties' culpability. This indemnification shall survive the expiration or termination of this Agreement.

9.2.2 With respect to any technology provided by the County for use by the City pursuant to this Agreement, the County shall defend the City and the City's officers and directors, agents, and employees, against any claim or legal action brought by a third party arising out of a claim of infringement of U.S. patent, copyrights, or other intellectual property rights, or misappropriation of trade secrets, in connection with the use of the technology by the City so long as the City gives prompt notice of the

claim or legal action and the City gives the County information, reasonable assistance, and sole authority to defend or settle any such claim or legal action. The County shall have no liability to defend the City to the extent the alleged claim or legal action is based on: (i) a modification of the technology by the City or others authorized by the City but not by the County; or (ii) use of the technology other than as approved by the County.

9.3 Actions Contesting Agreement. Each Party shall appear and defend any action or legal proceeding brought to determine or contest: (i) the validity of this Agreement; or (ii) the legal authority of the City and/or the County to undertake the activities contemplated by this Agreement. If both Parties to this Agreement are not named as parties to the action, the Party named shall give the other Party prompt notice of the action and provide the other an opportunity to intervene. Each Party shall bear any costs and expenses taxed by the court against it; any costs and expenses assessed by a court against both Parties jointly shall be shared equally.

10.0 Independent Contractor.

Each party to this Agreement is an independent contractor with respect to the subject matter herein. Nothing in this Agreement shall make any employee of the City a County employee for any purpose, including, but not limited to, for withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded City employees by virtue of their employment. At all times pertinent hereto, employees of the County are acting as County employees and employees of the City are acting as City employees.

11.0 Notice.

Unless otherwise provided herein, any notice or other communication given hereunder shall be deemed sufficient, if in writing and delivered personally to the addressee, or sent by certified or registered mail, return receipt requested, addressed as follows, or to such other address as may be designated by the addressee by written notice to the other party:

To the County: King County Executive, 701 Fifth Avenue, Suite 3210, Seattle, Washington 98104

To the City: Mayor, 8701 - 160th Avenue NE, Redmond, WA 98073-9710

In addition to the requirements for notice described above, a copy of any notice or other communication may be provided to the Chief Presiding Judge of the District Court.

12.0 Partial Invalidity.

Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Any provision of this Agreement which shall prove to be invalid, unenforceable, void, or illegal shall in no way affect, impair, or invalidate any other provisions hereof, and such other provisions shall remain in full force and effect. Notwithstanding the foregoing, this Agreement shall be subject to re-negotiation as provided in Section 7.0.

13.0 Assignability.

The rights, duties and obligations of a party to this Agreement may not be assigned to any third party without the prior written consent of the other Parties, which consent shall not be unreasonably withheld.

14.0 Captions.

The section and paragraph captions used in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

15.0 Force Majeure.

The term “force majeure” shall include, without limitation by the following enumeration, acts of Nature, acts of civil or military authorities, fire, terrorism, accidents, shutdowns for purpose of emergency repairs, lockouts, strikes, and any other labor, civil or public disturbance, inability to procure required construction supplies and materials, delays in environmental review, permitting, or other environmental requirement or work, delays as a result of legal or administrative challenges brought by parties other than signatories to this agreement, delays in acquisition of necessary property or interests in property, including the exercise of eminent domain, or any other delay resulting from any cause beyond a party’s reasonable control, causing the inability to perform its obligations under this Agreement. If the County is rendered unable, wholly or in part, by a force majeure, to perform or comply with any obligation or condition of this Agreement then, upon giving notice and reasonably full particulars to the City, such obligation or condition shall be suspended only for the time and to the extent reasonably necessary to allow for performance and compliance and restore normal operations. For purposes of this Agreement, “force majeure” shall not include reductions or modifications in District Court Services caused by or attributable to reductions or modifications to the budget of the King County District Court as adopted or amended by the Metropolitan King County Council.

16.0 Entire Agreement.

This Agreement, inclusive of the Exhibits hereto, contains the entire agreement and understanding of the Parties with respect to the subject matter hereof, and supersedes all

prior oral or written understandings, agreements, promises or other undertakings between the Parties.

17.0 Governing Law.

This Agreement shall be interpreted in accordance with the laws and court rules of the State of Washington in effect on the date of execution of this Agreement. In the event any party deems it necessary to institute legal action or proceedings to ensure any right or obligation under this Agreement, the Parties hereto agree that such action or proceedings shall be brought in a court of competent jurisdiction situated in King County, Washington.

18.0 No Third Party Rights.

Except as expressly provided herein, nothing in this Agreement shall be construed to permit anyone other than the Parties hereto and their successors and assigns to rely upon the covenants and agreements herein contained nor to give any such third party a cause of action (as a third-party beneficiary or otherwise) on account of any nonperformance hereunder.

19.0 Counterparts.

This Agreement may be executed in counterparts, and each such counterpart shall be deemed to be an original instrument. All such counterparts together will constitute one and the same Agreement.

20.0 Amendment or Waiver.

This Agreement may not be modified or amended except by written instrument approved by resolution or ordinance duly adopted by the City and the County; provided that changes herein which are technical in nature and consistent with the intent of the Agreement may be approved on behalf of the City by its chief executive officer and on behalf of the County by the County Executive. No course of dealing between the parties or any delay in exercising any rights hereunder shall operate as a waiver of any rights of any Party.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates indicated.

King County

City of Redmond

King County Executive

Mayor

Date:

Date:

Approved as to Form:

King County Deputy Prosecuting
Attorney

Approved as to Form:

City Attorney

ATTACHMENT 2

EXHIBIT A

SUMMARY TO ATTACHMENTS A THROUGH J

Attachment	Item	City Case Costs 2004	City Case Costs 2003
A	2004 District Court Program Budget Salaries and Benefits less Probation	2,065,587	2,335,435
B	Non-Facility costs/Non-CX overhead costs less probation	354,977	418,476
C	Current Expense Overhead	18,067	14,757
D	District Court Facilities - Operating and Rent	222,572	469,757
E	Security Costs per Facility	215,975	209,466
F	Facilities - Call Center/Payment Center	16,465	87,802
G	Reconciliation Costs	823	1,939
H	One-Time Electronic Court Records Technology Costs based on Useful Life	45,754	51,895
I	One-Time Costs for Technology Improvement Projects	16,567	
TOTAL CITY CASE COSTS IN 2004:		2,956,787	3,589,526
TOTAL CITY REVENUE IN 2004		\$ 3,199,854	\$ 4,117,470
Percentage of Total City Case Costs		92.40%	87.18%
City Dedicated Costs			
J	Dedicated City space	-	-
TOTAL CITY COSTS w/ DEDICATED		2,956,787	3,589,526

Methodology/Definitions/Notes:

1. District Court Program Budget: A budget that is created by the Court to portion out salaries and benefits by specific court programs
2. Based on the District Court Program Budget (Attachment A), contract cities represent a percentage of District Court Program Budget Costs ----->
3. The District Court Program Budget will be updated annually as will the percentage representing contract cities.
4. The multiplier referred to in Exhibit A is the percentage of the District Court Program Budget attributed to contract cities (see Attachment A).
5. The "City Case Cost" for each year, calculated by the County, is equal to the sum of Attachments A through J.
6. The account codes referenced throughout this Exhibit may be modified by the County and the codes referenced herein are deemed to include any future successor or modified codes adopted by the County.

16.57%

City	City Portion of Case Costs	City Dedicated Costs	Total City Cost	Total City Revenue	City Revenue Paid	Difference of Total City Cost and City Revenue Paid	City Remittance to County	County Reimbursement to City
Beaux Arts	\$ -	-	-	-	0	0	-	-
Bellevue	\$ 1,313,790	-	1,313,790	1,549,008	1,161,756	152,035	\$152,035	-
Burien	\$ 227,401	-	227,401	168,572	126,429	100,972	\$100,972	-
Carnation	\$ 21,321	-	21,321	3,628	2,721	18,600	\$18,600	-
Covington	\$ 63,254	-	63,254	63,169	47,377	15,878	\$15,878	-
Duvall	\$ 40,471	-	40,471	32,863	24,647	15,823	\$15,823	-
Kenmore	\$ 148,961	-	148,961	142,019	106,514	42,447	\$42,447	-
North Bend	\$ 30,851	-	30,851	35,819	26,864	3,987	\$3,987	-
Redmond	\$ 528,660	-	528,660	552,893	414,669	113,991	\$113,991	-
Sammamish	\$ 95,310	-	95,310	122,300	91,725	3,585	\$3,585	-
Shoreline	\$ 377,172	-	377,172	377,220	282,915	94,257	\$94,257	-
Skykomish	\$ 825	-	825	210	158	668	\$668	-
Snoqualmie	\$ 63,187	-	63,187	68,440	51,330	11,857	\$11,857	-
Woodinville	\$ 45,584	-	45,584	83,714	62,785	(17,202)		\$17,202
Total	\$2,956,787	\$0	\$2,956,787	\$3,199,854	\$2,399,891			

Note: The attachments in this exhibit are examples for the purpose of demonstrating the methodology for reconciliation pursuant to Section 4.3 of the Agreement.

C4ATT2EXA.xls (Tab: Summary)

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ATTACHMENT "A" - TO THE FINANCIAL EXHIBIT

King County District Court

2004 District Court Program Budget Salaries and Benefits less Probation

	Judges*	Clerks*	LT*	CM*	OPJ	Aides*	Prob Mgmt	PO Is	Prob Support	Total	Salary/Benefit Expenditure	% to subtotal
County-State Criminal	8.73	9.89	0.22	0.94	3.49	0.36				23.64	2,203,979	17.68%
County-State Infractions	2.96	31.56	0.70	3.01	6.82	1.16				46.21	2,866,356	22.99%
County-State Civil	3.14	30.64	0.68	2.93	6.67	1.13				45.19	2,827,701	22.68%
City Contracts	3.49	19.72	0.43	1.88	4.55	0.72				30.80	2,065,587	16.57%
DWLS Court	0.75	2.25	0.05	0.21	1.46	0.08				4.81	374,645	3.00%
Mental Health Court	0.35	1.00	0.02	0.10	1.43	0.04				2.94	234,608	1.88%
DV Court	1.50	4.00	0.09	0.38	1.06	0.15				7.18	551,500	4.42%
Jail/Felony/Expediteds	1.50	8.98	0.20	0.86	2.06	0.33				13.92	925,271	7.42%
Inquests	0.12	0.16	0.00	0.02	0.05	0.01				0.36	31,959	0.26%
Superior Court Assistance	1.20	0.00	0.00	0.00	0.21	0.00				1.41	200,843	1.61%
Passports		2.48	0.05	0.24	0.50	0.09				3.35	185,938	1.49%
Subtotal without Probation	23.75	110.67	2.44	10.57	28.30	4.07				179.80	\$ 12,468,387	100.00%

District Court Program Budget, Salaries and Benefits attributed to Contract Cities.

\$ 2,065,587

Multiplier (Percent of Salaries and Benefits for Contract Cities)

16.57%

County Probation	7.59	0.17	0.72	3.47	0.28	1.20	7.38	2.69	23.50	\$	1,330,241
City Probation	6.23	0.14	0.60	2.60	0.23	0.83	5.12	1.87	17.61	\$	995,695
Mental Health Court Probation	0.13	0.00	0.01	0.56	0.00	0.32	2.00	0.73	3.76	\$	215,835
DV Court Probation	0.38	0.01	0.04	1.13	0.01	0.65	4.00	1.46	7.68	\$	440,684
Subtotal Probation Costs	14.33	0.32	1.37	7.76	0.53	3.00	18.50	6.75	52.55	\$	2,982,454
Probation as Percentage of Total Staff									22.62%		
Total District Court Costs	23.75	125.00	2.76	11.94	36.06	4.59	3.00	18.50	6.75	232.35	\$ 15,450,841

*1.25 Judges included in OPJ - Does not include Judge Wacker's vacant position

*11.10 SPT/Phone Clerks counted in OPJ

*3.24 LT included in OPJ for SPT/Phone

*1.06 CM included in OPJ for SPT/Phone

*.41 Aides included in OPJ for SPT/Phone

Note: The attachments in this exhibit are examples for the purpose of demonstrating the methodology for reconciliation pursuant to Section 4.3 of the Agreement.

C4ATT2EXA.xls (Tab: A)

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ATTACHMENT "B" - TO THE FINANCIAL EXHIBIT

Non-Facility costs/Non-CX overhead costs less probation

Probation Staff as % 22.62%

<u>Dpt_DISTRICT COURT(0530)</u>	<u>2004 Total District Court</u>	<u>Probation 22.62% where applicable</u>	<u>Net less probation</u>	<u>Comments</u>
CX FUND				
52110 OFFICE SUPPLIES	87,820	19,863	67,957	
52185 INVENTORIAL MINOR EQUIPMENT	15,329	3,467	11,862	
52212 EDP SUPPLIES	50,735	11,475	39,260	
52215 PUBLICATIONS-UNDER \$500EA	11,891	-	11,891	
52290 MISC OPERATING SUPPLIES	810	183	627	
52291 TELCOM SUPPLIES	4,350	984	3,366	
52390 MISC REPAIR/MAINT SUPPLS	2,190	495	1,695	
53102 BANKING SERVICES	263	59	204	
53105 OTHER CONTRACT/PROF SRVCS	1,006,093	-	1,006,093	Adjusted below
53106 EDP & MICROFICHE/FILM SVC	86,504	19,565	66,939	
53110 ARTWORK CONTRACTS	152	34	118	
53113A INTERPRETATION SERVICES	416,155	62,715	353,440	
53211 TELCOM SERV-ONGOING CHRG	175,806	39,763	136,043	
53212 TELCOM SERV-ONE TIME CHRG	25,758	5,826	19,932	
53213 CELL PHONE/PAGER SERVICES	13,551	3,065	10,486	
53220 POSTAGE	82,041	18,555	63,486	
53230 ADVERTISING	118	27	91	
53310 TRAVEL & SUBSISTENCE EXP	9,542	-	9,542	
53318 PRIVATE AUTO MILEAGE	11,623	2,629	8,994	
53390 MISC TRANSPORTATION COSTS	11	2	9	
53630 REPAIR/MAINT-EQUIPMENT	3,141	710	2,431	
53634 REPAIR/MAINT-IT EQUIPMENT	62,745	(12,240)	74,985	Adjusted below
53640 LAUNDRY SERVICE	136	-	136	
53710 RENT-STRUCTURES & GROUNDS	5,496	-	5,496	
53770 RENT-COPY MACHINE	142,731	32,282	110,449	
53790 RENT-OTHER EQUIP & MACH	3,909	884	3,025	
53803 MEMBERSHIPS	12,275	300	11,975	
53805 SPECIAL INVESTIGATIONS	(76)	(17)	(59)	
53806 PRINTING & BINDING	52,852	-	52,852	
53810 TRAINING	3,230	731	2,499	
53813 TRAINING IT	150	-	150	
53821A JURY FEES & MILEAGE	117,532	-	117,532	Adjusted below
53826A WITNESS EXPENSE	39,762	-	39,762	
53890 MISC SERVICES & CHARGES	6,210	1,405	4,805	
55010 MOTOR POOL ER/R SERVICE	957	216	741	
55021 ITS - O&M CHARGES	44,224	10,002	34,222	
55025 ITS - INFRASTRUCTURE	193,827	43,838	149,989	
55028 INFO RESOURCE MGMT	19,568	4,426	15,142	
55032 TELCOM OVERHEAD	48,312	10,927	37,385	
55144 PROPERTY SERVICES	573	130	443	

Note: The attachments in this exhibit are examples for the purpose of demonstrating the methodology for reconciliation pursuant to Section 4.3 of the Agreement.

C4ATT2EXA.xls (Tab: B)

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55145 FACILITIES MANAGEMENT	16,101	3,642	12,459	
55160 CONST & FACLTY MGMT	1,151,723	260,489	891,234	Adjusted below
55245 FINANCIAL MGMT SVCS S/S	136,017	30,763	105,254	
55255 FINANCIAL MGMT SVCS REBATE	(46,731)	(10,569)	(36,162)	
55260 PRINTING/GRAPHIC ARTS S/S	1,416	320	1,096	
55331 LONG-TERM LEASES	527,188	-	527,188	Adjusted below
55350 RADIO ACCESS	563	127	436	
55351 RADIO MAINTENANCE	239	54	185	
55352 RADIO SERVICES - GENERAL	10	2	8	
55353 RADIO EQUIPMENT RESERVES	721	163	558	
56740 EDP EQUIPMENT & SOFTWARE	94,196	21,305	72,891	
56741 EDP HARDWARE	24,666	5,579	19,087	
Expenditures	4,664,405	594,176	4,070,229	
CJ FUND				
55025 ITS - INFRASTRUCTURE	17,512	3,961	13,551	
55028 INFO RESOURCE MGMT	2,536	574	1,962	
T/T OIRM CIP	5,739	1,298	4,441	
58077 T/T OIRM CIP	5,739	1,298	4,441	
Expenditures	31,526	7,130	24,396	
Total District Court	4,695,931	601,306	4,094,625	
REMOVE ACCOUNTS:				
53105 OTHER CONTRACT/PROF SRVCS				
PRO TEMS	360,356	-	360,356	
AGENCY TEMP WORKERS	91,467	-	91,467	
53634 REPAIR/MAINT-IT EQUIPMENT	116,862	-	116,862	
53821A JURY FEES 7 MILEAGE	8,659	-	8,659	43832 Reimbursement of Jury Fees
55160 CONST & FACLTY MGMT	1,151,723	260,489	891,234	
55331 LONG-TERM LEASES	483,315	-	483,315	
Total Removed Accounts	2,212,383	260,489	1,951,894	
SubTotal to Apply Multiplier to:	2,483,548	340,817	2,142,731	
Multiplier (from Program Budget Salaries/Benefits, see Tab A)			16.57%	
"CITY CASE COSTS"			354,977	

Methodology/Definitions/Notes:

1. Annual Total District Court Expenditures means the Final Year End Actual District Court Expenditures as set forth in the County's Accounting, Reporting and Management System ("ARMS") (when "closed" by the King County Department of Executive Service – Finance) and includes at a minimum all accounts codes 52xxx, 53xxx, 54xxx, 55xxx, 56xxx, 57xxx, 58xxx, 59xxx.
2. Non-Salaries/Benefits, Non-Facilities, & Non-CX Overhead Costs Less Probation includes Annual Total District Court Expenditures less actual expenditures for probation, less account 55160 (facilities/construction), and less 55331 (long term leases). The City Case Cost is calculated by applying the Multiplier from Attachment A to the Non-Salaries/Benefits, Non-Facilities, & Non-CX Overhead Costs Less Probation.
3. One-Time Costs for Technology Improvement Projects totalling under \$100,000 may be included in some of the above accounts (e.g., 53105, 55021, 55025, 56740, and 56741) per Section 4.8 of the Agreement.

Note: The attachments in this exhibit are examples for the purpose of demonstrating the methodology for reconciliation pursuant to Section 4.3 of the Agreement.

C4ATT2EXA.xls (Tab: B)

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ATTACHMENT "C" - TO THE FINANCIAL EXHIBIT

Current Expense Overhead

District Court CX Overhead by Category

Less Probation 22.62%

	<u>2004 CX Overhead amounts incurred by the CX fund on behalf of District</u>	<u>District Court Percentage</u>	<u>District Court</u>	<u>Under Sheriff</u>		<u>% Allocation</u>	<u>City Case Costs</u>
	<u>Court</u>	<u>less Probation</u>	<u>Costs</u>	<u>Contracts</u>	<u>Sheriff contract Allocation</u>		
General Government	\$ 356,710	77.38%	\$ 276,032	\$ -			
Personnel Services	\$ 139,066	77.38%	\$ 107,613	\$ 107,613	III. Current Expense Overhead	16.57%	\$ 17,828
Bus Pass Subsidy	\$ 52,298	77.38%	\$ 40,470	\$ -			
Ombudsman	\$ 15,497	77.38%	\$ 11,992	\$ -			
Fixed Assets Mgmt	\$ 1,863	77.38%	\$ 1,442	\$ 1,442	III. Current Expense Overhead	16.57%	\$ 239
Countywide Mail Service	\$ 5,677	77.38%	\$ 4,393	\$ -			
State Auditor	\$ 14,320	77.38%	\$ 11,081	\$ -			
Budget Service/Strategic Planning	\$ 93,240	77.38%	\$ 72,152	\$ -			
Building Occupancy	\$ 1,572,705	100%	\$ 1,572,705	\$ 1,572,705	IV. Facilities Operating & Rent	Attachment D	
Records Management	\$ 8,262	77.38%	\$ 6,393	\$ -			
PAO	\$ 183,681	77.38%	\$ 142,137	\$ -			
Overhead to District Court:	\$ 2,443,319			\$ 1,681,760			\$ 18,067

Methodology/Definitions/Notes:

1. City Case Cost is the amount incurred by the Current Expense fund on behalf of District Court for personnel services and fixed asset management multiplied by the Multiplier from Attachment A.

Note: The attachments in this exhibit are examples for the purpose of demonstrating the methodology for reconciliation pursuant to Section 4.3 of the Agreement.

C4ATT2EXA.xls (Tab: C)

09/08/2006 1:12 PM

ATTACHMENT "D" - TO THE FINANCIAL EXHIBIT

District Court Facilities - Operating and Rent

Year		2007						Average or Clerical Need Percent and the Judicial Need Percent by Facility:		City Case Costs	
Facility	Sq Footage by facility	Dedicated County/Other Space	Dedicated City Space	Shared Space	Total square foot charge	Total facility operating and rent costs					
Bellevue	-			-		-		59%		-	
Burien	11,583	757		10,826	\$ 24.45	264,696		11%		29,838	
Issaquah	15,017	2,961		12,056	\$ 29.65	357,460		10%		35,479	
Redmond	11,666	2,001		9,665	\$ 24.45	236,309		29%		67,642	
Shoreline	11,524	1,624	-	9,900	\$ 24.45	242,055		35%		84,307	
Kent	14,774	8,249		6,525	\$ 24.45	159,536		3%		5,305	
Total	64,564	15,592	-	48,972		1,260,057				222,572	

Calculation of Multiplier by Facility:

	Clerical Need Percentage			Judicial Need Percentage			G = (C+F)/2
	A	B	C = B/A	D	E	F = E/D	
	Total Clerical Need per Facility	Total Contract City Clerical Need	Percent of Clerical Need for Contract Cities	Total Judicial Need per Facility	Total Contract City Judicial Need	Percent of Judicial Need for Contract Cities	Average of Clerical Need Percent and the Judicial Need Percent by Facility
Bellevue	18.00	14.24	79%	2.68	1.03	39%	59%
Burien	20.50	2.10	10%	3.63	0.45	12%	11%
Issaquah	13.50	1.62	12%	2.43	0.19	8%	10%
Redmond	22.00	6.11	28%	3.40	1.00	29%	29%
Shoreline	12.50	4.53	36%	2.08	0.69	33%	35%
Kent	15.50	0.62	4%	5.35	0.14	3%	3%

Methodology/Definitions/Notes:

1. The rate for each year is calculated in the attachment (tab) "Facility Rates." Changing the year at the top of this sheet will update the facility rate.
2. Refer to Exhibits B and C for the overall methodology. Refer to the tab Facility Rates for the calculation of the Total Square Foot Charge. The multiplier by facility is the average of the percent of clerical need for contract cities in the facility and the percent of judicial need for contract cities in the facility. The City Case Cost is the product of the multiplier by facility and the total facility operating and rent costs by facility.
3. Figures for dedicated and shared spaces are based on rentable space consistent with BOMA standards.
4. Areas highlighted in yellow will change once the actual rate is determined in 2007, according to Exhibits B and C.
5. Dedicated city space is detailed in Attachment J and linked to this sheet.
6. The Redmond and Shoreline facilities each have a courtroom that was empty and unused prior to and on the commencement date of the Agreement. The usable space for these courtrooms is included in the "Dedicated County/Other Space" column so that it can be deducted from shared space. At the point either of these courtrooms are activated, the associated space will be included in the shared space. All space that becomes empty or unused after the commencement date of the Agreement will be included in the shared space unless provided otherwise in Sections 3.1.6 or 3.1.7.

Note: The attachments in this exhibit are examples for the purpose of demonstrating the methodology for reconciliation pursuant to Section 4.3 of the Agreement.

C4ATT2EXA.xls (Tab: D)

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ATTACHMENT "E" - TO THE FINANCIAL EXHIBIT

Security Costs per Facility

<u>Facility</u>	<u>Total Sheriff Security Costs per Facility</u>	<u>Average of Judicial percentage and clerical percentage</u>	<u>City Case Costs</u>
Bellevue	147,131	59%	86,533
Burien	147,131	11%	16,586
Issaquah	147,131	10%	14,603
Redmond	147,131	29%	42,116
Shoreline	147,131	35%	51,245
Kent	147,131	3%	4,893
			215,975

Cost of one year salary and benefits for one sheriff screener (SAII)(2004 budget) \$ 65,613

Cost of one year salary and benefits for one sheriff deputy (2004 budget) \$ 81,518

\$ 147,131

Calculation of Multiplier by Facility:

	<u>Clerical Need Percentage</u>			<u>Judicial Need Percentage</u>			<u>G = (C+F)/2</u>
	<u>A</u>	<u>B</u>	<u>C = B/A</u>	<u>D</u>	<u>E</u>	<u>F = E/D</u>	
	<u>Total Clerical Need per Facility</u>	<u>Total Contract City Clerical Need</u>	<u>Percent of Clerical Need for Contract Cities</u>	<u>Total Judicial Need per Facility</u>	<u>Total Contract City Judicial Need</u>	<u>Percent of Judicial Need for Contract Cities</u>	<u>Average of Clerical Need Percent and the Judicial Need Percent by Facility</u>
Bellevue	18.00	14.24	79%	2.68	1.03	39%	59%
Burien	20.50	2.10	10%	3.63	0.45	12%	11%
Issaquah	13.50	1.62	12%	2.43	0.19	8%	10%
Redmond	22.00	6.11	28%	3.40	1.00	29%	29%
Shoreline	12.50	4.53	36%	2.08	0.69	33%	35%
Kent	15.50	0.62	4%	5.35	0.14	3%	3%

Methodology/Definitions/Notes:

1. The multiplier by facility is the average of the percent of clerical need for contract cities in the facility and the percent of judicial need for contract cities in the facility. The City Case Cost is the product of the actual staff salary and benefits for screening at each facility and the multiplier by facility.

Note: The attachments in this exhibit are examples for the purpose of demonstrating the methodology for reconciliation pursuant to Section 4.3 of the Agreement.

C4ATT2EXA.xls (Tab: E)

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ATTACHMENT "F" - TO THE FINANCIAL EXHIBIT

Facilities - Call Center/Payment Center

Year		2007			
Facility	<u>Sq Footage by</u>	<u>Shared Space</u>	<u>Total per foot</u>	<u>Multiplier</u>	<u>City Case</u>
	<u>facility</u>		<u>cost</u>		<u>Costs</u>
Call Center	2,459	2,459	\$ 24.45	16.57%	9,960
Payment Center	1,606	1,606	\$ 24.45	16.57%	6,505
Total Costs					16,465

Methodology/Definitions/Notes:

1. The "Total per foot cost" rate for each year is calculated in the attachment "Facility Rates" pursuant to Exhibit B. Changing the year at the top of this sheet will update the facility rate.

Note: The attachments in this exhibit are examples for the purpose of demonstrating the methodology for reconciliation pursuant to Section 4.3 of the Agreement.

C4ATT2EXA.xls (Tab: F)

09/08/2006 1:15 PM

ATTACHMENT "G" - TO THE FINANCIAL EXHIBIT

Reconciliation Costs

Total Costs for Reconciliation **\$823**

Calculation of Reconciliation Costs

Staff person name	KCDC Director	KCDC Manager	OMB Budget Analyst	Total
Hours spent on Reconciliation	13			13
Cost per hour (include Salary and Benefits)	\$ 63.32			
Total Costs for reconciliation	\$823			\$823

Specific Task done and hours spent on Reconciliation listed below

Reconciliation Documents Preparation	7.00
Review/ Analysis Reconciliation Documents	1.00
Preparing 2005 Estimates w/o four cities	5.00
Sum of All Hours	13.00

Methodology/Definitions/Notes:

The amount the County incurs to complete the annual reconciliation as referenced in Section 4.3.

Note: The attachments in this exhibit are examples for the purpose of demonstrating the methodology for reconciliation pursuant to Section 4.3 of the Agreement.

C4ATT2EXA.xls (Tab: G)

09/08/2006 1:15 PM

ATTACHMENT "H" - TO THE FINANCIAL EXHIBIT

One-Time Electronic Court Records Technology Costs based on Useful Life

Calculation of Electronic Court Records

Total Electronic Court Records Costs*	\$	1,380,922	
Divided by Useful Life		5	years 2005 - 2009
Total Costs per year	\$	276,184	
Multiplier		16.57%	

City One-Time Electronic Court Records Technology Costs	45,754
--	---------------

Background Information on Actual Costs for Electronic Court Records

By Account Code Detail

Software & Licenses	292,483
Contract Services	825,577
Capital	262,862
Total Costs	1,380,922

Methodology/Definitions/Notes:

1. Per section 4.8 of the contract, "The Cities' share of the payment to implement ECR shall be no more than \$56,745 for each year of this contract or any successor contract, up to a maximum of five years." The five years will be completed in 2009.

Note: The attachments in this exhibit are examples for the purpose of demonstrating the methodology for reconciliation pursuant to Section 4.3 of the Agreement.

C4ATT2EXA.xls (Tab: H)

09/08/2006 1:16 PM

ATTACHMENT "I" - TO THE FINANCIAL EXHIBIT

One-Time Costs for Technology Improvement Projects

	City Contribution			Reserve				
	Threshold	City Multiplier	City Share	Beginning Balance	Expenditures	Interest Earnings	Ending Balance	Reserve Cap*
2007	100,000	16.57%	16,567					
2008	100,000							
2009	100,000							
2010	300,000							
2011	300,000							
2012	300,000							
2013	300,000							
2014	300,000							
2015	300,000							
2016	300,000							
2017	300,000							
2018	300,000							
2019	300,000							
2020	300,000							
2021	300,000							

Methodology/Definitions/Notes:

1. This Attachment is developed pursuant to Exhibit D. The City Multiplier is calculated in Attachment A. The City Case Cost is the product of the multiplier and the threshold unless adjusted or waived in any year where the reserve is projected to exceed the equivalent of the Cities' share of \$900,000 increased by 2% per year beginning in 2008.

ATTACHMENT "J" - TO THE FINANCIAL EXHIBIT

Dedicated City space

	<u>Dedicated City</u>	<u>Total square foot</u>	<u>City cost for</u>	
	<u>Space</u>	<u>charge</u>	<u>dedicated city</u>	<u>Description</u>
			<u>space</u>	
Beaux Arts			-	
Bellevue			-	
Burien			-	
Carnation			-	
Covington			-	
Duvall			-	
Kenmore			-	
North Bend			-	
Redmond			-	
Sammamish			-	
Shoreline	-	\$ 24.45	-	
Skykomish			-	
Snoqualmie			-	
Woodinville			-	
Total	-		-	

Methodology/Definitions/Notes:

- Figures for dedicated and shared spaces are based on rentable space consistent with BOMA standards.

Note: The attachments in this exhibit are examples for the purpose of demonstrating the methodology for reconciliation pursuant to Section 4.3 of the Agreement.

C4ATT2EXA.xls (Tab: J)

09/08/2006 1:17 PM

Summary of All City Case Costs

This attachment (and NonFacility City Case Costs and Facility City Case Costs) divide the overall City Case Costs as determined in Exhibit A to individual cities based on the same method currently used to allocate costs.

Those costs which are mainly salaries and benefits and are non-facility based, Attachments A, B, C, F, G, H and I, are allocated based on each cities percentage of all cities' clerical weights.

Those costs which are facility based, Attachments D and E are allocated based on the average of city case filings percentage and city judicial weights percentage per facility.

The tables below describe how this method allocates these costs across each city.

Summary of City Case Costs

Total Costs per Summary Exhibit A			Method for Allocation	
Attachment	Item	City Case Costs 2004	Non-Facility Costs	Facility Costs
			Clerical Weights	% Clerical Need/Judicial Weights
A	2004 District Court Program Budget Salaries and Benefits less Probation	2,065,587	\$ 2,065,587	
B	Non-Facility costs/Non-CX overhead costs less probation	354,977	\$ 354,977	
C	Current Expense Overhead	18,067	\$ 18,067	
D	District Court Facilities - Operating and Rent	222,572		\$ 222,572
E	Security Costs per Facility	215,975		\$ 215,975
F	Facilities - Call Center/Payment Center	16,465	\$ 16,465	
G	Reconciliation Costs	823	823	
H	One-Time Electronic Court Records Technology Costs based on Useful Life	45,754	\$ 45,754	
I	One-Time Costs for Technology Improvement Projects	16,567	\$ 16,567	
TOTAL CITY CASE COSTS IN 2004:		2,956,787	\$ 2,518,240	\$ 438,547
TOTAL CITY REVENUE IN 2004		3,199,854		

City Dedicated Costs

J	Dedicated City space	-	-
TOTAL CITY COSTS w/ DEDICATED		2,956,787	

City	Non-Facility Costs	Facility Costs	Dedicated Costs*	Total City Case Costs	Total City Revenue	Difference
Beaux Arts	\$ -	\$ -	-	\$ -	\$ -	\$ -
Bellevue	\$ 1,227,258	\$ 86,533	-	\$ 1,313,790	\$ 1,549,008	\$ 235,217
Burien	\$ 180,977	\$ 46,424	-	\$ 227,401	\$ 168,572	\$ (58,829)
Carnation	\$ 18,020	\$ 3,301	-	\$ 21,321	\$ 3,628	\$ (17,693)
Covington	\$ 53,056	\$ 10,198	-	\$ 63,254	\$ 63,169	\$ (86)
Duvall	\$ 35,364	\$ 5,107	-	\$ 40,471	\$ 32,863	\$ (7,608)
Kenmore	\$ 111,764	\$ 37,197	-	\$ 148,961	\$ 142,019	\$ (6,942)
North Bend	\$ 20,354	\$ 10,497	-	\$ 30,851	\$ 35,819	\$ 4,968
Redmond	\$ 435,344	\$ 93,315	-	\$ 528,660	\$ 552,893	\$ 24,233
Sammamish	\$ 72,100	\$ 23,210	-	\$ 95,310	\$ 122,300	\$ 26,990
Shoreline	\$ 278,817	\$ 98,355	-	\$ 377,172	\$ 377,220	\$ 48
Skykomish	\$ 102	\$ 723	-	\$ 825	\$ 210	\$ (615)
Snoqualmie	\$ 46,811	\$ 16,377	-	\$ 63,187	\$ 68,440	\$ 5,253
Woodinville	\$ 38,272	\$ 7,312	-	\$ 45,584	\$ 83,714	\$ 38,130
Total	\$ 2,518,240	\$ 438,547	\$ -	\$ 2,956,787	\$ 3,199,854	\$ 243,067

Notes:

* See Attachment J

Note: The attachments in this exhibit are examples for the purpose of demonstrating the methodology for reconciliation pursuant to Section 4.3 of the Agreement.

C4ATT2EXA.xls (Tab: All City Case Costs)

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Non-Facility City Case Costs

Summary of City Case Costs

Total Costs per Summary Exhibit A			Method for Allocation	
			Non-Facility Costs	Facility Costs % Clerical Need/Judicial Weights
Attachment	Item	City Case Costs 2004	Clerical Weights	
A	2004 District Court Program Budget			
	Salaries and Benefits less Probation	2,065,587	\$ 2,065,587	
B	Non-Facility costs/Non-CX overhead			
	costs less probation	354,977	\$ 354,977	
C	Current Expense Overhead	18,067	\$ 18,067	
D	District Court Facilities - Operating and			
	Rent	222,572		\$ 222,572
E	Security Costs per Facility	215,975		\$ 215,975
F	Facilities - Call Center/Payment Center	16,465	\$ 16,465	
G	Reconciliation Costs	823	823	
H	One-Time Electronic Court Records			
	Technology Costs based on Useful Life	45,754	\$ 45,754	
I	One-Time Costs for Technology			
	Improvement Projects	16,567	\$ 16,567	
TOTAL CITY CASE COSTS IN 2004:		2,956,787	\$ 2,518,240	\$ 438,547
TOTAL CITY REVENUE IN 2004		\$ 3,199,854		

City Dedicated Costs

J	Dedicated City space	-	-
TOTAL CITY COSTS w/ DEDICATED		2,956,787	

Clerical Usage			
City	Total Weights	Percent of All Cities	Cost Distribution
Beaux Arts	0	0.00%	\$ -
Bellevue	59,933	48.73%	\$ 1,227,258
Burien	8,838	7.19%	\$ 180,977
Carnation	880	0.72%	\$ 18,020
Covington	2,591	2.11%	\$ 53,056
Duvall	1,727	1.40%	\$ 35,364
Kenmore	5,458	4.44%	\$ 111,764
North Bend	994	0.81%	\$ 20,354
Redmond	21,260	17.29%	\$ 435,344
Sammamish	3,521	2.86%	\$ 72,100
Shoreline	13,616	11.07%	\$ 278,817
Skykomish	5	0.00%	\$ 102
Snoqualmie	2,286	1.86%	\$ 46,811
Woodinville	1,869	1.52%	\$ 38,272
Total	122,978	100%	\$ 2,518,240

Note: The attachments in this exhibit are examples for the purpose of demonstrating the methodology for reconciliation pursuant to Section 4.3 of the Agreement.

C4ATT2EXA.xls (Tab: NonFacility City Case Costs)

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By Attachment										
City	A	B	C	F	G	H	I	Total		
Beaux Arts	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bellevue	\$ 1,006,658	\$ 172,997	\$ 8,805	\$ 8,024	\$ 401	\$ 22,298	\$ 8,074	\$ 1,227,258		
Burien	\$ 148,447	\$ 25,511	\$ 1,298	\$ 1,183	\$ 59	\$ 3,288	\$ 1,191	\$ 180,977		
Carnation	\$ 14,781	\$ 2,540	\$ 129	\$ 118	\$ 6	\$ 327	\$ 119	\$ 18,020		
Covington	\$ 43,519	\$ 7,479	\$ 381	\$ 347	\$ 17	\$ 964	\$ 349	\$ 53,056		
Duvall	\$ 29,007	\$ 4,985	\$ 254	\$ 231	\$ 12	\$ 643	\$ 233	\$ 35,364		
Kenmore	\$ 91,675	\$ 15,755	\$ 802	\$ 731	\$ 37	\$ 2,031	\$ 735	\$ 111,764		
North Bend	\$ 16,696	\$ 2,869	\$ 146	\$ 133	\$ 7	\$ 370	\$ 134	\$ 20,354		
Redmond	\$ 357,091	\$ 61,367	\$ 3,123	\$ 2,846	\$ 142	\$ 7,910	\$ 2,864	\$ 435,344		
Sammamish	\$ 59,140	\$ 10,163	\$ 517	\$ 471	\$ 24	\$ 1,310	\$ 474	\$ 72,100		
Shoreline	\$ 228,700	\$ 39,303	\$ 2,000	\$ 1,823	\$ 91	\$ 5,066	\$ 1,834	\$ 278,817		
Skykomish	\$ 84	\$ 14	\$ 1	\$ 1	\$ 0	\$ 2	\$ 1	\$ 102		
Snoqualmie	\$ 38,397	\$ 6,599	\$ 336	\$ 306	\$ 15	\$ 851	\$ 308	\$ 46,811		
Woodinville	\$ 31,392	\$ 5,395	\$ 275	\$ 250	\$ 13	\$ 695	\$ 252	\$ 38,272		
Total	\$ 2,065,587	\$ 354,977	\$ 18,067	\$ 16,465	\$ 823	\$ 45,754	\$ 16,567	\$ 2,518,240		

Note: The attachments in this exhibit are examples for the purpose of demonstrating the methodology for reconciliation pursuant to Section 4.3 of the Agreement.

C4ATT2EXA.xls (Tab: NonFacility City Case Costs)

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Facility City Case Costs

Summary of City Case Costs

Total Costs per Summary Exhibit A			Method for Allocation	
Attachment	Item	City Case Costs 2004	Non-Facility Costs	Facility Costs % Clerical Need/Judicial Weights
			Clerical Weights	
A	2004 District Court Program Budget Salaries and Benefits less Probation	2,065,587	\$ 2,065,587	
B	Non-Facility costs/Non-CX overhead costs less probation	354,977	\$ 354,977	
C	Current Expense Overhead	18,067	\$ 18,067	
D	District Court Facilities - Operating and Rent	222,572		\$ 222,572
E	Security Costs per Facility	215,975		\$ 215,975
F	Facilities - Call Center/Payment Center	16,465	\$ 16,465	
G	Reconciliation Costs	823	823	
H	One-Time Electronic Court Records Technology Costs based on Useful Life	45,754	\$ 45,754	
I	One-Time Costs for Technology Improvement Projects	16,567	\$ 16,567	
TOTAL CITY CASE COSTS IN 2004:		2,956,787	\$ 2,518,240	\$ 438,547
TOTAL CITY REVENUE IN 2004		\$ 3,199,854		

City Dedicated Costs

J	Dedicated City space	-	-	
TOTAL CITY COSTS w/ DEDICATED		2,956,787		

Facility and Security Costs

Spreading Attachment D and E across each City

Calculation of Multiplier by Facility:

	Clerical Need Percentage			Judicial Need Percentage			Average of the percent values of the percent Need by Facility Method and the Judicial Need by Facility Method:	Attachment D	Attachment E	
	Total Clerical Need per Facility	Total Contract City Clerical Need	Percent of Clerical Need for Contract City	Total Judicial Need per Facility	Total Contract City Judicial Need	Percent of Judicial Need for Contract City		District Court Facilities - Operating and Rent	Security Costs per Facility	
Bellevue	18.00	14.24		2.68	1.03			0	86,533	
Bellevue		14.24	100.00%		1.03	100.00%	100.00%	0	86,533	86,533
Beaux Arts		0.00	0%		0.00	0%	0.00%	0	0	0
Burien	20.50	2.10		3.63	0.45			29,838	16,586	
Burien		2.10	100.00%		0.45	100.00%	100.00%	29,838	16,586	46,424
Issaquah	13.50	1.62		2.43	0.19			35,479	14,603	
North Bend		0.24	14.62%		0.05	27.30%	20.96%	7,436	3,061	10,497
Sammamish		0.84	51.77%		0.08	40.91%	46.34%	16,442	6,768	23,210
Snoqualmie		0.54	33.61%		0.06	31.79%	32.70%	11,601	4,775	16,377
Redmond	22.00	6.11		3.40	1.00			67,642	42,116	
Carnation		0.21	3.42%		0.03	2.60%	3.01%	2,034	1,267	3,301
Duvall		0.41	6.71%		0.03	2.60%	4.65%	3,147	1,960	5,107
Redmond		5.05	82.59%		0.88	87.45%	85.02%	57,509	35,806	93,315
Skykomish		0.00	0.02%		0.01	1.30%	0.66%	446	277	723
Woodinville		0.44	7.26%		0.06	6.06%	6.66%	4,506	2,806	7,312
Shoreline	12.50	4.53		2.08	0.69			84,307	51,245	
Kenmore		1.30	28.61%		0.18	26.27%	27.44%	23,135	14,062	37,197
Shoreline		3.23	71.39%		0.51	73.73%	72.56%	61,172	37,183	98,355
Kent	15.50	0.62		5.35	0.14			5,305	4,893	
Covington		0.62	100.00%		0.14	100.00%	100.00%	5,305	4,893	10,198
Total								222,572	215,975	438,547

Note: The attachments in this exhibit are examples for the purpose of demonstrating the methodology for reconciliation pursuant to Section 4.3 of the Agreement.

C4ATT2EXA.xls (Tab: Facility City Case Costs)

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County/Other Dedicated Space

<u>Facility</u>	<u>Sq Footage by facility</u>	<u>Dedicated County/Other Space</u>	<u>Description</u>
Bellevue	-	-	
Burien	11,583	757	County prosecutor occupies two rooms in NW corner of facility. 1070 sf is vacant, previously occupied by County prosecutor. 1891 sf for
Issaquah	15,017	2,961	DC probation. County prosecutor occupies three rooms off the lobby hallway. County public defender, learning disability program, and victim advocate (state cases) occupy three rooms to the right of the main entrance. 981 USF is
Redmond	11,666	2,001	included for an unused courtroom. DC probation occupies several offices off the main lobby hallway. 1020
Shoreline	11,524	1,624	USF is included for an unused courtroom.
Kent	14,774	8,249	Kent municipal court and DC probation occupy space in the Aukeen facility.
Total	64,564	15,592	

Note:

1. As requested, the County can provide drawings of these facilities to illustrate how spaces are allocated.

Note: The attachments in this exhibit are examples for the purpose of demonstrating the methodology for reconciliation pursuant to Section 4.3 of the Agreement.

C4ATT2EXA.xls (Tab: DedicatedCountySpace)

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	Shared Court Costs Year 2002 YTD Revenues			Shared Court Costs Year 2003 YTD Revenues			Shared Court Costs Year 2004 YTD Revenues		
	100% Revenue Collected	75% Revenue Collected - County Portion	25% Revenue Collected - City Portion	100% Revenue Collected	75% Revenue Collected - County Portion	25% Revenue Collected - City Portion	100% Revenue Collected	75% Revenue Collected - County Portion	25% Revenue Collected - City Portion
Beaux Arts	0	0	0	0	0	0	0	0	0
Bellevue	1,839,222	1,379,416	459,805	1,830,902	1,373,176	457,725	1,549,008	1,161,756	387,252
Burien	156,819	117,614	39,205	183,311	137,483	45,828	168,572	126,429	42,143
Carnation	16,088	12,066	4,022	7,799	5,849	1,950	3,628	2,721	907
Covington	76,028	51,403	19,007	93,175	69,882	23,294	63,169	47,377	15,792
Duvall	57,558	43,168	14,389	48,503	36,377	12,126	32,863	24,647	8,216
Issaquah	147,082	110,312	36,771	176,511	132,383	44,128	173,886	130,415	43,472
Kenmore	198,934	149,200	49,733	155,493	116,620	38,873	142,019	106,514	35,505
Mercer Island	225,577	169,182	56,394	206,461	154,845	51,615	147,572	110,679	36,893
Newcastle	26,465	19,849	6,616	24,853	18,640	6,213	38,091	28,569	9,523
Normandy Park	46,543	34,908	11,636	45,104	33,828	11,276	43,433	32,574	10,858
North Bend	22,556	16,917	5,639	28,893	21,670	7,223	35,819	26,864	8,955
Redmond	705,471	529,103	176,368	679,338	509,503	169,834	552,893	414,669	138,223
Sammamish	141,588	106,191	35,397	136,743	102,557	34,186	122,300	91,725	30,575
Shoreline	422,625	316,968	105,656	495,332	371,499	123,833	377,220	282,915	94,305
Skykomish				1,372	1,029	343	210	158	53
Snoqualmie	74,456	55,842	18,614	81,012	60,759	20,253	68,440	51,330	17,110
Woodinville	115,261	86,446	28,815	99,180	74,385	24,795	83,714	62,785	20,928
	4,272,273	3,198,586	1,068,068	4,293,981	3,220,486	1,073,495	3,602,836	2,702,127	900,709
Total City Revenue	4,272,273			4,293,981			3,602,836		
Less non-contract cities	-147,082			-176,511			-402,982		
Total Contract City Revenue	4,125,191			4,117,470			3,199,854		

Note: The attachments in this exhibit are examples for the purpose of demonstrating the methodology for reconciliation pursuant to Section 4.3 of the Agreement.

C4ATT2EXA.xls (Tab: Revenue)

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2005 - KING COUNTY DISTRICT COURT FILINGS BY CASETYPE												
	Infraction Traffic	Infraction Non-Traffic	DUI	Criminal Traffic	Criminal Non-Traffic	Protection AH/Orders	Civil	Small Claims	Expedited Hearings	PC Jail Felony Hearings	Parking	Total Jan - Aug
JURISDICTION												
State/County	45,692	1,886	2,783	923	3,774	1,460	15,773	4,782	604	5,508	3,018	86,203
Vashon Island	134	3	8	2	6	0	0	0	0	0	90	243
Total State/County	45,826	1,889	2,791	925	3,780	1,460	15,773	4,782	604	5,508	3,108	86,446
Beaux Arts	0	0	0	0	0	0	0	0	0	0	0	0
Bellevue	14,567	70	163	263	814	0	0	0	0	0	5,032	20,909
Burien	1,147	19	70	111	400	0	0	0	0	0	171	1,918
Carnation	224	0	3	2	17	0	0	0	0	0	9	255
Covington	350	14	10	47	93	0	0	0	0	0	200	714
Duvall	444	0	7	12	21	0	0	0	0	0	40	524
Issaquah	69	0	0	0	4	0	0	0	0	0	6	79
Kenmore	1,105	14	35	46	138	0	0	0	0	0	155	1,493
Mercer Island	10	0	0	0	0	0	0	0	0	0	0	10
Newcastle	17	0	0	0	0	0	0	0	0	0	0	17
Normandy Park	4	0	0	0	0	0	0	0	0	0	0	4
North Bend	185	0	2	7	39	0	0	0	0	0	12	245
Redmond	4,354	27	133	259	441	0	0	0	0	0	773	5,987
Sammamish	636	48	21	20	116	0	0	0	0	0	103	944
Shoreline	2,777	44	83	109	363	0	0	0	0	0	228	3,604
Skykomish	1	1	0	0	0	0	0	0	0	0	0	2
Snoqualmie	386	4	40	17	63	0	0	0	0	0	17	527
Woodinville	288	2	17	17	64	0	0	0	0	0	119	507
Total Contract Cities	26,564	243	584	910	2,573	0	0	0	0	0	6,865	37,739
Total KCDC	72,390	2,132	3,375	1,835	6,353	1,460	15,773	4,782	604	5,508	9,973	124,185

Note: The attachments in this exhibit are examples for the purpose of demonstrating the methodology for reconciliation pursuant to Section 4.3 of the Agreement.
C4ATT2EXA.xls (Tab: Filings by Casetype (2005))
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2005 - KING COUNTY DISTRICT COURT WEIGHTED FILINGS BY CASETYPE												
	Infraction Traffic	Infraction Non-Traffic	DUI	Criminal Traffic	Criminal Non-Traffic	Protection AH/Orders	Civil	Small Claims	Expedited Hearings	PC Jail Felony Hearings	Parking	Total Jan - Aug
WEIGHTS - CLERICAL	3	2	10	8	9	4	7	6	8	2	1	
JURISDICTION												
State/County	137,076	3,772	27,830	7,384	33,966	5,840	110,411	28,692	4,832	11,016	3,018	373,837
Vashon Island	402	6	80	16	54	0	0	0	0	0	90	648
Total State/County	137,478	3,778	27,910	7,400	34,020	5,840	110,411	28,692	4,832	11,016	3,108	374,485
Beaux Arts	0	0	0	0	0	0	0	0	0	0	0	0
Bellevue	43,701	140	1,630	2,104	7,326	0	0	0	0	0	5,032	59,933
Burien	3,441	38	700	888	3,600	0	0	0	0	0	171	8,838
Carnation	672	0	30	16	153	0	0	0	0	0	9	880
Covington	1,050	28	100	376	837	0	0	0	0	0	200	2,591
Duvall	1,332	0	70	96	189	0	0	0	0	0	40	1,727
Issaquah	207	0	0	0	36	0	0	0	0	0	6	249
Kenmore	3,315	28	350	368	1,242	0	0	0	0	0	155	5,458
Mercer Island	30	0	0	0	0	0	0	0	0	0	0	30
Newcastle	51	0	0	0	0	0	0	0	0	0	0	51
Normandy Park	12	0	0	0	0	0	0	0	0	0	0	12
North Bend	555	0	20	56	351	0	0	0	0	0	12	994
Redmond	13,062	54	1,330	2,072	3,969	0	0	0	0	0	773	21,260
Sammamish	1,908	96	210	160	1,044	0	0	0	0	0	103	3,521
Shoreline	8,331	88	830	872	3,267	0	0	0	0	0	228	13,616
Skykomish	3	2	0	0	0	0	0	0	0	0	0	5
Snoqualmie	1,158	8	400	136	567	0	0	0	0	0	17	2,286
Woodinville	864	4	170	136	576	0	0	0	0	0	119	1,869
Total Contract Cities	79,692	486	5,840	7,280	23,157	0	0	0	0	0	6,865	123,320
	217,170	4,264	33,750	14,680	57,177	5,840	110,411	28,692	4,832	11,016	9,973	497,805

Note: The attachments in this exhibit are examples for the purpose of demonstrating the methodology for reconciliation pursuant to Section 4.3 of the Agreement.

C4ATT2EXA.xls (Tab: Weighted Filings (2005))

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KING COUNTY DISTRICT COURT JUDICIAL ALLOCATION 2004							
	Judicial Allocation for KC Infractions	Judicial Allocation for KC Criminal	Judicial Allocation for KC Civil	Judicial Allocation for Special Assignment	City Judicial Allocation	KCDC Ex Parte Allocation	Total Judicial Allocation
JURISDICTION							
King County - Bellevue	0.60	0.98	0.00	0.00		0.07	1.65
Beaux Arts					0.00	0.00	0.00
Bellevue					0.99	0.04	1.03
Mercer Island					0.00	0.00	0.00
Newcastle					0.00	0.00	0.00
Total Bellevue	0.60	0.98	0.00	0.00	0.99	0.11	2.68
King County - Issaquah	0.38	0.58	0.71	0.48		0.09	2.23
Issaquah					0.00	0.00	0.00
North Bend					0.05	0.00	0.05
Sammamish					0.08	0.00	0.08
Snoqualmie					0.06	0.00	0.06
Total Issaquah	0.38	0.58	0.71	0.48	0.18	0.10	2.43
King County - Redmond	0.55	1.12	0.14	0.50		0.10	2.40
Carnation					0.03	0.00	0.03
Duvall					0.03	0.00	0.03
Redmond					0.84	0.03	0.88
Skykomish					0.01	0.00	0.01
Woodinville					0.06	0.00	0.06
Total Redmond	0.55	1.12	0.14	0.50	0.96	0.14	3.40
King County - Shoreline	0.40	0.85	0.08	0.00		0.05	1.38
Kenmore					0.18	0.01	0.18
Shoreline					0.49	0.02	0.51
Total Shoreline	0.40	0.85	0.08	0.00	0.67	0.08	2.08
Total East Division	1.93	3.53	0.93	0.98	2.81	0.42	10.59
King County - Burien	0.68	1.83	0.05	0.50		0.13	3.19
Burien					0.43	0.02	0.45
Normandy Park					0.00	0.00	0.00
Total Burien	0.68	1.83	0.05	0.50	0.43	0.14	3.63

This sheet has been modified to delete the 4 cities that left in 2005 but still needs to be modified to reflect the new judicial allocation methodology

King County - Kent	0.10	1.59	0.60	2.70		0.21	5.20
Covington					0.14	0.01	0.14
Total Kent	0.10	1.59	0.60	2.70	0.14	0.21	5.35
Total South Division	0.78	3.42	0.66	3.20	0.57	0.36	8.98
King County - Seattle	0.10	0.81	1.37	1.72		0.17	4.17
Total Seattle Division	0.10	0.81	1.37	1.72	0.00	0.17	4.17
Total KCDC	2.80	7.76	2.97	5.90	3.37	0.94	23.75

	KCDC Allocation	Jury Allocation	Add Ex Parte KCDC	Total Assigned to City Contract
Covington	0.11	0.03	0.00	0.14
Bellevue	0.83	0.17	0.03	1.03
Beaux Arts	0.00	0.00	0.00	0.00
Mercer Island				0.00
Issaquah				0.00
North Bend	0.03	0.03	0.00	0.05
Sammamish	0.05	0.03	0.00	0.08
Snoqualmie	0.05	0.01	0.00	0.06
Carnation	0.03	0.00	0.00	0.03
Duvall	0.03	0.00	0.00	0.03
Redmond	0.78	0.07	0.03	0.87
Skykomish	0.01	0.00	0.00	0.01
Woodinville	0.05	0.01	0.00	0.06
Newcastle				0.00
Kenmore	0.13	0.05	0.01	0.18
Shoreline	0.43	0.07	0.02	0.51
Burien	0.39	0.04	0.02	0.45
Normandy Park				0.00
	2.89	0.49	0.12	3.49

*NOTE: AOC judge need projected for 2004 based on
1999-2003 data is 22.30 judges

Location	KCDC Ex Parte Allocation Program	Need
KCD	Ex Parte	0.94
	Total	0.94
		4.13%

Special Assignment Judges	
DWLS Court Burien	0.50
DWLS Court Seattle	0.25
MH Court	0.35
DV Court Redmond	0.50
DV Court RJC	1.00
Old city work done by King count	0.48
Superior Court Assistance	1.20
Jail/Felony/Expediteds RJC	0.50
Jail/Felony/Expediteds Seattle	1.00
Inquests	0.12
Total	5.90

Note: The attachments in this exhibit are examples for the purpose of demonstrating the methodology for reconciliation pursuant to Section 4.3 of the Agreement.

C4ATT2EXA.xls (Tab: Judicial Allocation)

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2005 - KING COUNTY DISTRICT COURT CLERICAL ALLOCATION								
	118.24	Total Caseload Weight	% of Weight	% of 118.24 Clerk FTEs	Passport FTEs	Specialty FTEs	Centralized FTEs	Total Allocation
JURISDICTION								
State/County		373,837	75.10%	88.80	2.51	12.25	11.26	114.82
Vashon Island		648	0.13%	0.15			0.02	0.17
Total State/County		374,485	75.23%	88.95	2.51	12.25	11.28	114.99
Beaux Arts		0	0.00%	0.00			0.00	0.00
Bellevue		59,933	12.04%	14.24			1.81	16.04
Burien		8,838	1.78%	2.10			0.27	2.37
Carnation		880	0.18%	0.21			0.03	0.24
Covington		2,591	0.52%	0.62			0.08	0.69
Duvall		1,727	0.35%	0.41			0.05	0.46
Issaquah		249	0.05%	0.06			0.01	0.07
Kenmore		5,458	1.10%	1.30			0.16	1.46
Mercer Island		30	0.01%	0.01			0.00	0.01
Newcastle		51	0.01%	0.01			0.00	0.01
Normandy Park		12	0.00%	0.00			0.00	0.00
North Bend		994	0.20%	0.24			0.03	0.27
Redmond		21,260	4.27%	5.05			0.64	5.69
Sammamish		3,521	0.71%	0.84			0.11	0.94
Shoreline		13,616	2.74%	3.23			0.41	3.64
Skykomish		5	0.00%	0.00			0.00	0.00
Snoqualmie		2,286	0.46%	0.54			0.07	0.61
Woodinville		1,869	0.38%	0.44			0.06	0.50
Total Contract Cities		123,320	24.77%	29.29	0.00	0.00	3.72	33.01
		497,805	100.00%	118.24	2.51	12.25	15.00	148.00

Note: The attachments in this exhibit are examples for the purpose of demonstrating the methodology for reconciliation pursuant to Section 4.3 of the Agreement.
C4ATT2EXA.xls (Tab: Clerical Allocation 2005)
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PASSPORT FEES PROJECTED 2005				
Court	Dollars	Passports issued	Clerk Minutes	Clerk Value
Total Dollars	480,476	16,016	213,331	2.51
Passport Fee is \$30				
Clerk Minutes per passport is 13.32				
Clerk Minutes per year is 85,006.56				

Total FTEs as Clerks	148.00
Passport Clerks	2.51
Specialty FTEs	12.25
Centralized FTEs	15.00
Clerks by %	118.24

Clerks at Location	
Bellevue	18.00
Burien	20.50
Issaquah	13.50
Kent	15.50
Redmond	22.00
RJC	9.00
Seattle	21.00
Shoreline	12.50
Call Center	11.00
Payment Ctr	5.00
Total	148.00

SPECIALTY FTEs		
Court	Program	Clerks
Kent	DV Court	2.25
Seattle	DV Court	1.75
Seattle	DWLS Court	0.75
RJC	Jail	2.00
Seattle	Jail	2.00
Burien	DWLS Court	1.50
Seattle	MH Court	1.00
Kent	Video Clerk	1.00
		12.25

CENTRALIZED FTEs		
Court	Program	Clerks
OPJ	Payment Ctr	4.00
OPJ	SPT/Phones	11.00
		15.00

FACILITY RATES

Burien, Kent, Redmond, Shoreline, and Support Services Facility Rates							
	FMD RATE	Capped Rate	Inflation multiplier	Contract Rate*	Rent	Escalation Rate	Total Facility Charge
2007	12.65	12.65		12.65	11.80	2%	24.45
2008		13.03	1.030	-	12.04	2%	12.04
2009		13.42	1.061	-	12.28	2%	12.28
2010		13.83	1.093	-	12.52	2%	12.52
2011		14.24	1.126	-	12.77	2%	12.77
2012		14.66	1.159	-	13.03	2%	13.03
2013		15.10	1.194	-	13.29	2%	13.29
2014		15.56	1.230	-	13.55	2%	13.55
2015		16.03	1.267	-	13.83	2%	13.83
2016		16.51	1.305	-	14.10	2%	14.10

This rate is a placeholder pending calculation in accordance with Exhibit B.

Footnote:

* Per Exhibit B, the rate each year following 2007 is the lesser amount between the actual rate provided by King County's Facilities Management Division and the capped rate determined by multiplying the 2007 rate by the inflation multiplier.

Issaquah Facility Rate						
	FMD RATE	Capped Rate	Inflation multiplier	Contract Rate*	Lease	Total Facility Charge
2007	12.65	12.65		12.65	17.00	29.65
2008		13.03	1.030	-	17.51	17.51
2009		13.42	1.061	-	18.04	18.04
2010		13.83	1.093	-	18.58	18.58
2011		14.24	1.126	-	19.13	19.13
2012		14.66	1.159	-	19.71	19.71
2013		15.10	1.194	-	20.30	20.30
2014		15.56	1.230	-	20.91	20.91
2015		16.03	1.267	-	21.54	21.54
2016		16.51	1.305	-	22.18	22.18

This rate is a placeholder pending calculation in accordance with Exhibit C.

Footnote:

* Per Exhibit C, the rate each year following 2007 is the lesser amount between the actual rate provided by King County's Facilities Management Division and the capped rate determined by multiplying the 2007 rate by the inflation multiplier.

Note: The attachments in this exhibit are examples for the purpose of demonstrating the methodology for reconciliation pursuant to Section 4.3 of the Agreement.

C4ATT2EXA.xls (Tab: Facility Rates)

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EXHIBIT B
ANNUAL FACILITY CHARGES FOR DISTRICT COURT FACILITIES
IN THE CITIES OF BURIEN, KENT, REDMOND, AND SHORELINE

This Exhibit is attached to the Interlocal Agreement for the Provision of District Court Services between the County and the City. The terms and conditions described in this Exhibit are a further description of the obligations of the parties regarding the calculation of annual facility charges for existing District Court facilities in the cities of Burien, Kent, Redmond, and Shoreline at commencement of this Agreement.

1. Beginning in 2007 and continuing through 2016, the annual facility charge is the net rentable square footage in each facility pursuant to Section 3.2 multiplied by the rate per square foot. The rate per square foot is the sum of the rate for Operations and Maintenance (Paragraph #2) and the Rental rate (Paragraph #3).
2. King County's Facilities Management Division determines the cost per square foot for Operations and Maintenance for facilities owned and maintained by the County. The Facilities Management Division will provide the rate for Operations and Maintenance for the next calendar year for each applicable District Court facility by September of each year. For the purposes of this Agreement, the rate provided will exclude any adjustment for restoring the division's fund balance reserve. For 2007, the rate is \$12.65 or the actual rate provided by the Facilities Management Division, whichever is less. The rate each year thereafter is the lesser amount between the actual rate provided by the Facilities Management Division and the capped rate determined by multiplying the 2007 rate by the multiplier for the corresponding year shown in the following table.

	2008	2009	2010	2011	2012	2013	2014	2015	2016
Inflation	3%	3%	3%	3%	3%	3%	3%	3%	3%
Multiplier	1.030	1.061	1.093	1.126	1.159	1.194	1.230	1.267	1.305

3. The Rent beginning in 2007 shall be \$11.80 per square foot. This rate will be increased by 2% per year for nine years thereafter.
4. Beginning in July 2014 and ending no later than March 31, 2015, the Cities and the County shall determine a methodology for an annual facility charge for existing facilities referenced in this exhibit for 2017 and subsequent years. This methodology shall take into account a reasonable fair market value for existing court facilities.

EXHIBIT C **ANNUAL FACILITY CHARGES FOR THE DISTRICT COURT FACILITY IN THE** **CITY OF ISSAQUAH**

This Exhibit is attached to the Interlocal Agreement for the Provision of District Court Services between the County and the City. The terms and conditions described in this Exhibit are a further description of the obligations of the parties regarding the calculation of the annual facility charge for the existing District Court facility in the city of Issaquah at commencement of this Agreement.

1. Beginning in 2007 and continuing through 2016, the annual facility charge for the existing Issaquah facility is the net square footage pursuant to Section 3.2 multiplied by the rate per square foot. The rate per square foot is the sum of the rate for Operations and Maintenance (Paragraph #2) and the Lease rate (Paragraph #3).
2. King County's Facilities Management Division determines the cost per square foot for Operations and Maintenance for facilities owned and maintained by the County. The Facilities Management Division will provide the rate for Operations and Maintenance for the next calendar year for each applicable District Court facility by September of each year. For the purposes of this Agreement, the rate provided will exclude any adjustment for rebuilding the division's fund balance reserve. For 2007, the rate is \$12.65 or the actual rate provided by the Facilities Management Division, whichever is less. The rate each year thereafter is the lesser amount between the actual rate provided by the Facilities Management Division and the capped rate determined by multiplying the 2007 rate by the multiplier for the corresponding year shown in the following table.

	2008	2009	2010	2011	2012	2013	2014	2015	2016
Inflation	3%	3%	3%	3%	3%	3%	3%	3%	3%
Multiplier	1.030	1.061	1.093	1.126	1.159	1.194	1.230	1.267	1.305

3. The Lease rate is based on the County's annual amortized lease cost for the Issaquah facility reduced for the amortized amount of the residual value of the facility and land. Attachment 1 to this Exhibit shows the methodology for this calculation including the final negotiated lease rate (Option C). The final negotiated lease rate, which is shown below, is calculated based on a 3% annual escalation factor and includes major maintenance.

<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>
\$17.00	\$17.51	\$18.04	\$18.58	\$19.13
<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>
\$19.71	\$20.30	\$20.91	\$21.54	\$22.18

4. Beginning in July 2014 and ending no later than March 31, 2015, the Cities and the County shall determine a methodology for an annual facility charge for existing facilities referenced in this exhibit for 2017 and subsequent years. For 2017, 2018, and 2019, this methodology shall be consistent with the lease methodology in Attachment 1 to this Exhibit. For 2020 and thereafter, this methodology shall take into account a reasonable fair market value for existing court facilities.

ATTACHMENT 1 TO EXHIBIT C

District Court Issaquah Facility: Lease Model

Real Discount rate=	5.0%	This compares to 5% in standard analysis for KC Real Estate lease vs purchase buildings
Land Value	\$908,000	
Building Value	\$4,992,000	
Depreciable Life of Building	50	
Building's Square Feet	16,642	
Base Year	2000	
Number of Years For Analysis	20	
Escalating payment beginning in year	2007	
Payment escalator rate	3.0%	
Land Value apprec	4.00%	
Building Value apprec	3.00%	

Residual Value - On a Market Value Basis

20 year

												OPTION A - No residual rate	OPTION B- No residual & Escalating payment	Total Reduction from Std	OPTION C- Option B plus major maintenace	
Year	Building	Accumulated Depreciation	Net Building value	Land	Total	Standard Payment	Std Rate	Annual Residual Credit		Revised Payment						
1	2000	\$5,141,760	\$102,835	\$5,038,925	\$944,320	\$5,983,245	\$626,196	159,022	9.56	\$467,174	\$28.07	\$28.07				
2	2001	\$5,296,013	\$211,841	\$5,084,172	\$982,093	\$6,066,265	\$479,490	159,022	9.56	\$320,468	\$19.26	\$19.26				
3	2002	\$5,454,893	\$327,294	\$5,127,600	\$1,021,377	\$6,148,976	\$481,700	159,022	9.56	\$322,678	\$19.39	\$19.39				
4	2003	\$5,618,540	\$449,483	\$5,169,057	\$1,062,232	\$6,231,288	\$483,315	159,022	9.56	\$324,293	\$19.49	\$19.49				
5	2004	\$5,787,096	\$578,710	\$5,208,387	\$1,104,721	\$6,313,107	\$479,428	159,022	9.56	\$320,406	\$19.25	\$19.25				
6	2005	\$5,960,709	\$715,285	\$5,245,424	\$1,148,910	\$6,394,334	\$480,113	159,022	9.56	\$321,091	\$19.29	\$19.29				
7	2006	\$6,139,530	\$859,534	\$5,279,996	\$1,194,866	\$6,474,862	\$480,153	159,022	9.56	\$321,131	\$19.30	\$19.30				
8	2007	\$6,323,716	\$1,011,795	\$5,311,922	\$1,242,661	\$6,554,582	\$479,653	\$28.82	159,022	9.56	\$320,631	\$19.27	\$16.56	(\$12.26)	\$17.00	
9	2008	\$6,513,428	\$1,172,417	\$5,341,011	\$1,292,367	\$6,633,378	\$483,603	\$29.06	159,022	9.56	\$324,581	\$19.50	\$17.27	(\$11.79)	\$17.51	3%
10	2009	\$6,708,831	\$1,341,766	\$5,367,064	\$1,344,062	\$6,711,126	\$481,640	\$28.94	159,022	9.56	\$322,618	\$19.39	\$17.68	(\$11.26)	\$18.04	3%
11	2010	\$6,910,095	\$1,520,221	\$5,389,874	\$1,397,824	\$6,787,699	\$483,958	\$29.08	159,022	9.56	\$324,936	\$19.53	\$18.34	(\$10.74)	\$18.58	3%
12	2011	\$7,117,398	\$1,708,176	\$5,409,223	\$1,453,737	\$6,862,960	\$480,158	\$28.85	159,022	9.56	\$321,136	\$19.30	\$18.67	(\$10.18)	\$19.13	3%
13	2012	\$7,330,920	\$1,906,039	\$5,424,881	\$1,511,887	\$6,936,768	\$480,588	\$28.88	159,022	9.56	\$321,566	\$19.32	\$19.25	(\$9.62)	\$19.71	3%
14	2013	\$7,550,848	\$2,114,237	\$5,436,610	\$1,572,362	\$7,008,973	\$479,988	\$28.84	159,022	9.56	\$320,966	\$19.29	\$19.79	(\$9.05)	\$20.30	3%
15	2014	\$7,777,373	\$2,333,212	\$5,444,161	\$1,635,257	\$7,079,418	\$483,328	\$29.04	159,022	9.56	\$324,306	\$19.49	\$20.60	(\$8.44)	\$20.91	3%
16	2015	\$8,010,695	\$2,563,422	\$5,447,272	\$1,700,667	\$7,147,939	\$480,508	\$28.87	159,022	9.56	\$321,486	\$19.32	\$21.03	(\$7.84)	\$21.54	3%
17	2016	\$8,251,015	\$2,805,345	\$5,445,670	\$1,768,694	\$7,214,364	\$481,758	\$28.95	159,022	9.56	\$322,736	\$19.39	\$21.75	(\$7.20)	\$22.18	3%
18	2017	\$8,498,546	\$3,059,477	\$5,439,069	\$1,839,441	\$7,278,511	\$481,810	\$28.95	159,022	9.56	\$322,788	\$19.40	\$22.40	(\$6.55)	\$22.85	3%
19	2018	\$8,753,502	\$3,326,331	\$5,427,171	\$1,913,019	\$7,340,190	\$480,645	\$28.88	159,022	9.56	\$321,623	\$19.33	\$22.99	(\$5.89)	\$23.53	3%
20	2019	\$9,016,107	\$3,606,443	\$5,409,664	\$1,989,540	\$7,399,204	\$483,460	\$29.05	159,022	9.56	\$324,438	\$19.50	\$23.89	(\$5.16)	\$24.24	3%
						NPV	\$4,806,081	\$1,544,026		\$3,262,055	196.0	196.0				
						Residual Values End of 20 PV	Building \$1,128,859	Land \$415,166	Total \$1,544,026		151.9	151.9				
												Total				
												\$1,544,026	residual			
												\$159,022	annual payment credit			

EXHIBIT D
ONE-TIME COSTS FOR TECHNOLOGY IMPROVEMENT PROJECTS

This exhibit is attached to the Interlocal Agreement for the Provision of District Court Services between the County and the City. The terms and conditions described in this Exhibit are a further description of the obligations of the parties regarding the one-time costs for technology improvement projects.

1. The District Court shall present its five-year technology plan and annual update to the DCMRC beginning in 2007. The technology plan shall be consistent with the Technology Plan Template published by the King County Office of Information and Resource Management. The technology plan shall describe the projected business needs of the District Court, assess the ability of current technology systems to meet these needs, and outline overall technology strategies and potential projects to support the projected business needs of the District Court. The District Court shall present the business case for each proposed technology improvement project. The business case shall identify: (1) capital, operations and maintenance costs for each technology improvement project, (2) the benefits to the court system and users, and (3) potential impacts to cities associated with implementing each technology improvement project. The Cities shall have an opportunity to provide input on the five-year technology plan and business cases for proposed technology improvement projects. One-time costs for technology improvement projects shall be identified separately from operating and capital costs as part of reconciliation.
2. For 2007, 2008, and 2009 only, the amount of Cities' annual contribution to the reserve (sinking fund) for funding their share of the one-time costs for technology improvement projects shall be equivalent to the Cities' share of \$100,000. Beginning in 2010, the amount of their annual contribution shall be equivalent to the Cities' share of \$300,000. The Cities' share is defined as the multiplier calculated in Attachment A of Exhibit A (percentage of salaries and benefits for contract cities).
3. The Cities' contribution would be adjusted or waived in any year where the reserve is projected to exceed the equivalent of the Cities' share of \$900,000 increased by 2% per year beginning in 2008. Annually, the net interest earnings attributable to the balance of funds in the Cities' reserve shall accrue to their reserve.
4. Funds from the reserve shall not be used until a business case for the technology improvement project has been presented to the DCMRC and the technology improvement project has been implemented. The amount of funds used for any one project shall be based on the Cities' share. If the funds in the reserve are not sufficient to cover the Cities' share of an implemented technology improvement project, the contributions of Cities to the reserve fund in subsequent years may be used to cover this shortfall.
5. If this Agreement is terminated, the City shall receive its portion of the reserve remaining on January 1st following the date of termination.